



Town of Atlantic Beach
Town Council Meeting Agenda
Town Boardroom
125 West Fort Macon Road
and Electronically Via Zoom (link on Town's website)
Monday, January 22, 2024 - 6:00 p.m.

- 1. CALL TO ORDER and PLEDGE OF ALLEGIANCE**
- 2. APPROVAL OF AGENDAS**
- 3. CONSENT AGENDA**
 - a. Finance Report
 - b. Budget Amendment #14 and #13 (Fee Schedule for Payment in Lieu of Sidewalk Construction)
 - c. Budget Transfers
 - d. Tax Collection Report
 - e. Tax Releases and Refunds Report
 - f. Authorization to Write-off \$3,770.08 in Delinquent Utility Accounts
 - g. Appointment of Harry Archer, III to the Dredging Committee
 - h. Approval of NC Resilient Coastal Communities Program – Community Action Team
 - i. Approval to Proceed with Contract with Progreen Turf & Landscape in the amount of \$11,205.30 for construction of New Bern Avenue Beach Access Retaining Wall (funding approved 11/27/23 Budget Amendment #11)
 - j. Acceptance of Proposal for Contract Preparation and Selection Assistance for Disaster Debris Removal and Emergency Pumping Services with Johnson Environmental
 - k. Approval of **Ordinance 24-01-01**: Ordinance Amending Chapter 16, Streets and Sidewalks; Article I, In General; Section 8, Sidewalk Construction
 - l. Approval of Termination of Encroachment License Rights for the street end on Shore Drive (Glennon-McRae, LLC: 107 Shore Drive)
 - m. Approval of Termination of Encroachment License Rights for the street end on Shore Drive (Cummings: 201 Shore Drive)
 - n. Minutes: 11/8/23WS; 11/27/23; 12/13/23WS; 12/18/23
- 4. CITIZEN REQUESTS/COMMENTS**
- 5. Presentation of Governor's Certificate to Former Mayor A. B. "Trace" Cooper, III** Mayor Navey
- 6. Proclamation Art for the Heart Month** (Beverly Snowden, Carteret County Arts Council Exec Dir to accept)
- 7. Review and Approval of Resolution 24-01-02: Resolution Opposing the Proposed Increase on Homeowners' Insurance Rates by the NC Rate Bureau**
- 8. Approval of Resolution 24-01-01: Resolution Ratifying, Approving, and Authorizing Execution of Interlocal Cooperation Agreement Between the County of Carteret and the Town of Atlantic Beach for the Provision of GIS Services and Approval of the Interlocal Cooperation Agreement Between the County of Carteret and the Town of Atlantic Beach for the Provision of GIS Services**
- 9. Review and Acceptance for Signature of Financial Performance Indicators of Concern (FPIC) Report for FY22-23 Audit**
- 10. Review and Approval of Ordinance 24-01-02: Ordinance Amending Chapter 5, Beach and Shore Regulations; Article I, In General, Section 5-1 Definitions; Section 5.1-1 Protective of Dunes; Section 5-1 Glass Containers Prohibited; Article II, Vehicular Traffic; Section 5-4 Camping; and Chapter 12 Offenses and Miscellaneous Provisions, Section 12-6 Possession of Containers for Food and Drink on the Beach Strand**
- 11. Re-entry Pass Policy**
- 12. Council 2024 Meeting Schedule Amendment**
- 13. TOWN MANAGER REPORT**
- 14. MAYOR/COUNCIL COMMENTS/ADJOURN**

P. O. Box 10
 125 West Fort Macon Road
 Atlantic Beach, NC 28512



Phone: (252) 726-2121
 Fax: (252) 726-5115
 financedirector@atlanticbeach-nc.com

TO: Mayor and Town Council

DATE: January 22, 2024

FROM: Sarah Currie
 Finance Director

RE: Financial Statement and Cash & Investment Report

Attached are copies of the Financial Statement and Cash & Investment Report for the month ending December 31, 2023.

Summary of General and Water Funds – December 2023

◆ General Fund			
Revenue Collected	\$ 6,645,450	64.82%	
Expenses Spent	\$ 5,159,010	50.32%	
◆ Water Fund			
Revenue Collected	\$ 1,113,257	60.01%	
Expenses Spent	\$ 867,141	46.75%	

Audited June 30, 2023 Governmental Fund Balances

All Governmental Funds	\$6,949,731	
General Fund - Total Fund Balance	\$6,181,343	63.94%
State Statute Reserved	\$649,022	
Powell Bill	\$232,239	
Committed-Fire Truck, Grant Matches	\$2,081,355	
Unassigned G/F Fund Balance	\$3,218,727	33.29%
Beach & Waterway Reserve	\$768,028	

FY 2023-24 Governmental Fund Balances Estimated:

		% of expenses budgeted
June 30, 2023 Audited Unassigned GF Fund Balance	\$3,218,727	31.40%
23-24 Fund Balance Appropriated	-\$325,209	
Return of loan proceeds held as collateral for fire truck being built	\$1,200,000	
No longer committed to Water Resources grant match	\$300,000	
June 30, 2024 Estimated Unassigned G/F Fund Balance	\$4,093,518	39.93%

On January 24, 2022, Atlantic Beach Town Council passed a resolution setting a policy for the Town to strive to maintain an unassigned fund balance of approximately 35% of expenditures. This is more conservative than the Local Government Commission (LGC) requirement to maintain an unassigned fund balance of 8% of total expenditures.

**Town of Atlantic Beach
December 2023**

Operating Revenue Statement Summary

	Estimated Revenue	Activity This Month	Revenue To Date	Uncollected To Date	Percent Collected
General Fund	10,251,706	1,334,104	6,645,450	3,606,257	64.82%
Other Funds					
Beach & Waterway	750,541	426	7,142	743,399	0.95%
Stormwater	56,188	39,868	250,414	-194,226	445.67%
Powell Bill	25,650	37,116	70,842	-45,192	276.19%
Water	1,854,987	148,533	1,113,257	741,730	60.01%
Water System Capital Reserve	34,000	15,243	34,926	-926	102.72%
TOTAL REVENUE	12,973,072	1,575,290	8,122,031	4,851,041	62.61%

Operating Expense Statement Summary

General Fund

	Budget Amount	Activity This Month	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	Percent Spent
Adm Serv - Finance	387,216	-5,054	144,564	0	242,652	37.33%
Adm Serv - Admin Support	467,065	5,754	226,410	0	240,655	48.48%
Adm Serv - Gov Body	132,625	11,205	52,441	0	80,184	39.54%
Adm Serv - Debt Service	715,702	0	41,074	0	674,628	5.74%
Police - Enforcement	2,152,431	142,063	1,022,476	6,975	1,122,980	47.83%
Police - Emergency Mgmt	9,680	245	1,310	0	8,370	13.53%
Police - Comm Outreach	5,280	0	3,464	0	1,816	65.61%
Fire - Fire	1,894,604	112,023	880,145	95,190	919,269	51.48%
Fire - EMS	47,298	2,524	25,897	17	21,384	54.79%
Fire - Rescue	12,500	50	5,490	0	7,010	43.92%
Fire - Lifeguards	74,550	0	49,670	855	24,025	67.77%
Building Inspections	65,600	2,417	14,434	0	51,166	22.00%
Planning & Zoning	259,875	18,828	122,410	0	137,465	47.10%
Pub Serv - Public Works	2,772,214	55,779	1,776,328	62,164	933,722	66.32%
Pub Serv - Solid Waste	576,820	45,263	263,336	0	313,485	45.65%
Pub Serv - Roadways	93,753	381	53,778	26,839	13,137	85.99%
Pub Serv - Beach Access	117,000	2,533	62,140	3,250	51,610	55.89%
Comm Events / Recreation	467,493	21,953	198,141	20,213	249,139	46.71%
Total General Fund	10,251,706	415,964	4,943,507	215,503	5,092,696	50.32%
			<i>GF Exp & Enc YTD:</i>	5,159,010		

Other Funds

	Budget Amount	Activity This Month	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	Percent Spent
Beach & Waterway	750,541	-	633,041	-	117,500	84.34%
Stormwater	56,188	-	48,187	-	8,001	85.76%
Powell Bill	25,650	-	-	-	25,650	0.00%
Water	1,854,987	209,358.55	772,559	94,582.33	987,846	46.75%
Water System Capital Reserve	34,000	-	-	-	34,000	0.00%
			<i>WF Exp & Enc YTD:</i>	867,141		
TOTAL EXPENSES	12,973,072	625,322	6,397,294	310,085	6,265,693	51.70%

**Town of Atlantic Beach
December 2023**

Capital Project Fund - Circle Boardwalk Renovation Fund 28

REVENUES	Estimated Revenue	Activity This Month	Revenue To Date	Uncollected To Date	Percent Collected
Interest - Investments	-	-	-	-	#DIV/0!
Transfer from GF	-	-	-	-	#DIV/0!
Transfer from Beach & Waterway	246,350	-	128,850	117,500	52.30%
TOTAL REVENUES	246,350	0	128,850	117,500	52.30%

EXPENSES	Budget Amount	Activity This Month	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	Percent Spent
Advertising	200	-	124	-	76	61.80%
Professional Service	5,690	-	5,690	-	-	100.00%
Engineering	51,890	-	38,108	-	13,782	73.44%
Architect	186,570	-	83,174	94,307	9,089	95.13%
Dept Supplies	2,000	-	1,755	-	245	87.74%
TOTAL EXPENSES	246,350	0	128,850	94,307	23,193	90.59%

**Town of Atlantic Beach
Cash Position
as of December 31, 2023**

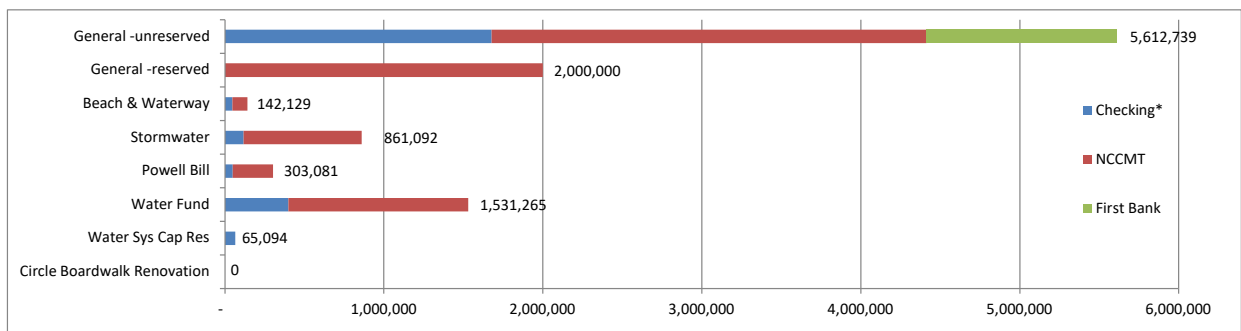
<u>Institution</u>	<u>Type of Account</u>	<u>Rate</u>	<u>December 2023</u>	<u>Maturity Date</u>
First Citizens	Checking (All Funds)	0.10%	\$2,310,252	
General Fund				
NCCMT - GF	Pooled Trust	5.40%	\$2,734,509	
NCCMT - GF (reserved)	Pooled Trust	5.40%	\$2,000,000	
First Bank Loan-Fire Truck	Loan Proceeds	0.03%	\$1,200,462	
Total GF			\$5,934,971	
Beach Nourishment/Channel Fund				
NCCMT - BEACH AND WATERWAY	Pooled Trust	5.40%	\$95,029	
			\$95,029	
Stormwater Fund				
NCCMT - STORMWATER	Pooled Trust	5.40%	\$742,095	
			\$742,095	
Powell Bill Fund				
NCCMT - POWELL	Pooled Trust	5.40%	\$253,845	
			\$253,845	
Water Fund				
NCCMT - WF	Pooled Trust	5.40%	\$1,130,755	
Total WF			\$1,130,755	
			\$10,466,947	



	<u>Checking*</u>	<u>NCCMT</u>	<u>First Bank</u>	<u>Total</u>
General -unreserved	1,677,768	2,734,509	1,200,462	\$5,612,739
General -reserved	-	2,000,000	-	\$2,000,000
Beach & Waterway	47,100	95,029	-	\$142,129
Stormwater	118,997	742,095	-	\$861,092
Powell Bill	49,236	253,845	-	\$303,081
Water Fund	400,510	1,130,755	-	\$1,531,265
Water Sys Cap Res	65,094	-	-	\$65,094
Circle Boardwalk Renovation	-	-	-	\$0
	\$2,358,705	\$6,956,233	\$1,200,462	\$10,515,400

*Checking account balance includes pending payables/receivables

AB Cash Management Plan: No more than 50% shall be invested at any one institution to minimize risk and maintain diversification.





Town of Atlantic Beach
Budget Amendment Request

<i>Finance Department Use Only</i>
<i>Budget Amendment Number: 14</i>
<i>Finance Officer: Sarah Currie</i>

BUDGET AMENDMENT JUSTIFICATION

General Fund 10:

Amendment to increase Capital Outlay in the Fire department and Public Works for extra costs related to the new ladder truck and closing costs for the Boardwalk properties, funded by increasing revenue in Interest - Investments

Line Item	Description	Amount
10-2501-401	Fire Dept – Capital Outlay	2,000
10-4001-401	Public Works – Capital Outlay	2,000
10-0500-502	Interest-Investments	4,000

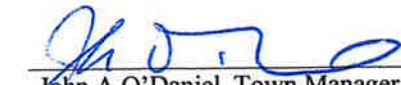
Amendment to further increase Capital Outlay in Public Works for the earnest money deposit, paid to Taylor & Taylor in FY 22-23 but returned to Town of Atlantic Beach in FY 23-24, entered into Miscellaneous Income

10-4001-401	Public Works – Capital Outlay	10,000
10-0500-801	Miscellaneous Income	10,000

Amendment to increase Contracted Services in Public Works in order to obtain a V-Zone Certificate as required after construction of the retaining wall, funded by increasing revenue in Interest-Investments

10-4001-205	Contracted Services	500
10-0500-502	Interest-Investments	500

RECOMMENDED:


 John A O'Daniel, Town Manager

APPROVED:

 Mayor Danny Navey

DATE: January 22, 2024



Town of Atlantic Beach
Budget Amendment Request

<i>Finance Department Use Only</i>
<i>Budget Amendment Number: 13</i>
<i>Finance Officer: Sarah Currie</i>

ATLANTIC BEACH
FY2023-24 FEE SCHEDULE
APPENDIX B
INSPECTIONS

Other Fees

Residential (Single-Family and Duplex Dwellings)

Commercial

Payment in Lieu of Sidewalk Construction	<u>\$50/linear foot of public street frontage</u> <u>125% of the estimated cost of construction, including materials, labor, and installation. A signed estimate detailing the cost of installation per linear foot shall be submitted by a contractor for consideration and approval by the Town</u>	<u>\$50/linear foot of public street frontage</u> <u>125% of the estimated cost of construction, including materials, labor, and installation. A signed estimate detailing the cost of installation per linear foot shall be submitted by a contractor for consideration and approval by the Town</u>
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BUDGET AMENDMENT JUSTIFICATION

General Fund 10 / Sidewalk Fund 29:

Creation of Sidewalk Fund as a special revenue fund to budget the payments in lieu of sidewalk construction received as a result of ordinance amendment 24-01-01 amending the Chapter 16 Sec. 16-8 requirements for sidewalk construction in certain zoning districts. The fee had been established previously in other district(s) and was implemented with the adoption of the FY 2023-24 annual budget.

Line Item	Description	Amount
10-0500-801	Miscellaneous Income	750
10-4001-604	Transfer to Sidewalk Fund	750
29-0500-202	Payment in Lieu of Sidewalk Construction	
29-0500-502	Interest – Investments	
29-0500-601	Transfer from General Fund	750
29-0500-901	Fund Balance Appropriated	-750
29-6004-601	Transfer to General Fund	

RECOMMENDED: 
 John A O'Daniel, Town Manager

APPROVED: _____
 Mayor Danny Navey

DATE: January 22, 2024

TOWN OF ATLANTIC BEACH BUDGET TRANSFER REQUEST

B 188

Department: Admin Services		Transfer
Account Number	Name	Amount
10-1001-108	Longevity	(\$150.00)
10-1001-207	Employee Development	\$120.00
10-1001-214	Other Insurance	(\$200.00)
10-1001-307	Dept Supplies	\$230.00
10-1002-109	Health/STD/Life Ins	(\$470.00)
10-1002-205	Contracted Services	\$340.00
10-1002-214	Other Insurance	\$130.00
10-1004-207	Employee Development	\$500.00
10-1004-214	Other Insurance	(\$500.00)

Justification and Explanation of Request for Transfer:

Transfer to cover the increased costs of continued education, supplies, new line item for contracted services, and liability insurance using funds available in longevity, and insurance.

Requested by: *Sarahlin* Date: *1/11/24*

Town Manager: *J. S. [Signature]* Date: *1/16/24*

THIS SPACE RESERVED FOR FINANCE DEPARTMENT
Budget transfer completed on: *1/16/24* By (Initials): *[Signature]*

TOWN OF ATLANTIC BEACH BUDGET TRANSFER REQUEST


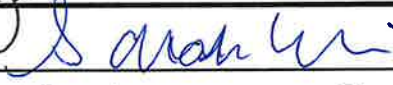
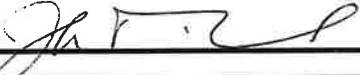
B 187

Department: _____ **Transfer** _____

Account Number	Name	Amount
10-2001-103	Overtime	\$3,500.00
10-2001-203	Communications	\$1,000.00
10-2001-207	Employee Development	\$4,500.00
10-2001-222	Phone & Postage	\$350.00
10-2001-305	Computers	\$3,000.00
10-2001-307	Dept. Supplies	\$600.00
10-2001-102	PT Salaries	(\$11,957.00)
10-2001-301	Ammunition	(\$58.00)
10-2001-401	Capital Outlay	(\$935.00)
		\$0.00

Justification and Explanation of Request for Transfer:

Transfers to cover cost of: OT due staffing shortage, deprogramming needed to sell police radios, hiring costs for new chief, change from town-issued phone to stipend, data entry mistake on amount budgeted for Azure cloud-storage, and homicide investigation materials.

Requested by: 	Date: 12/15/2023
Finance Director: 	Date: 12/19/23
Town Manager: 	Date: 12/19/2023

THIS SPACE RESERVED FOR FINANCE DEPARTMENT

Budget transfer completed on: 12/28/2023 By (Initials): 

P. O. Box 10
125 West Fort Macon Road
Atlantic Beach, NC 28512



Phone: (252) 726-2121
Fax: (252) 726-5115
taxcollector@atlanticbeach-nc.com

MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Betty Odham, Tax Collector
DATE: January 22, 2024
RE: Tax Collection Report

The following taxes were collected for the month of December 2023:

2023	\$	917,640.39	Interest/Adv Chgs	\$	25.75
2022	\$	101.43			
2021	\$	79.80			
2020					
2019					
2018					
2017					
2016					

Current Year Tax Scroll	\$	4,078,066.35
Current Year Taxes Collected	\$	3,160,591.14
Balance Due on Current Year Taxes	\$	917,475.21
Percentage of Current Year Taxes Collected to Date		77.50%
Prior Year Taxes Collected Current Fiscal Year	\$	1,551.01
Prior Year Taxes Outstanding	\$	5,097.07
Interest and Penalties Collected Current Fiscal Year	\$	675.02



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Betty Odham, Tax Collector
DATE: January 22, 2024
RE: Tax Releases and Refunds for December 2023

The following tax releases and refunds are submitted for your approval:

<u>Name</u>	<u>Account Id #</u>	<u>Value Released</u>	<u>Tax Released</u>	<u>Amount Refunded</u>	<u>Reason</u>
<u>Releases with no refund:</u>					
Ferebee, Tammy	1442	\$161,190	\$346.56		Release from Carteret County
Jackson, Ken	1081	\$3,914	\$8.42		Release from Carteret County
Pendergraft, Krystal	1554	\$2,478	\$5.33		Release from Carteret County
Mitchell, Patrick	8527	\$46,074	\$99.06		Release from Carteret County
Callahan, Larry	344		\$0.40		Small Underpay
Byrd Jerry and Donna	2970		\$0.04		Small Underpay
Dudley, John Brooks	3518		\$0.03		Small Underpay
Ellingsworth, Sherry	3617		\$0.07		Small Underpay
Lineberry, William	4937		\$0.02		Small Underpay
Shore, Phillip	6276		\$0.02		Small Underpay
Stubbs, Charlene	6522		\$0.10		Small Underpay
Welsh, David	6912		\$0.24		Small Underpay
Portier LLC	8701		\$0.39		Small Underpay
Hunt, Nancy D & Robert	1057	\$13,705	\$32.42		Release from Carteret County
Hondros, Randall William	1013	\$66,360	\$156.93		Release from Carteret County
Nielson, Cynthia	1819	\$26,410	\$56.78		Release from Carteret County
Fairman, Mark Andrew	694	\$12,825	\$27.57		Release from Carteret County
Ferrell, Wayne Linn	698	\$24,363	\$52.38		Release from Carteret County
McAlpin, John Joseph	8100	\$7,240	\$15.57		Release from Carteret County

Releases with refunds < \$100 (Manager Approved):

Releases with refunds > \$100 (Requiring Council Approval):

Total Releases	\$	364,559	\$	802.33
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Refunds due to overpayments < \$100 (Manager Approved):

Refunded to

Refunds due to overpayments > \$100 (Requiring Council Approval):

Gulliver, Marie	5477	\$	838.55	Gulliver, Marie
Loftin, Martha Kay	4972	\$	367.52	Loftin, Martha Kay
Newsome, George and Charlotte	5469	\$	503.10	Newsome, George
Coltrain, Thomas and Jean	8379	\$	19.08	Coltrain, Thomas
Total Refunds		\$	1,728.25	

*The majority of "Wrong District" items are boats that are listed in other towns and/or counties.

Approved by the Town Council at its meeting on _____.

Town Clerk

Underpayments – Authority is given to the Tax Collector to release a balance of \$1.00 or less.

Wrong district – Normally used to indicate the county tax record coding was incorrect.

District change – Normally used to indicate personal property was moved from one town to another done but caught after tax bills are sent.

The county will sometimes use wrong district and district change in the prior year interchangeably. The result is the same.

Double billed – The county has listed the same personal property item under two or more different account and/or parcel numbers.

Sold in – The annual listing form was signed by the taxpayer but in fact the personal property had been sold prior to January 1st.

If the taxpayer can prove it the county will "release" the bill.

Minimal Bills – The governing board adopted a resolution forgoing the collection of tax bills that do not exceed \$5.00

Licensed Vehicle – motor vehicles that are plated and pay tax/tag together through DMV

All but minimal bills (taxes \$5.00 or less) and underpayments must come from Carteret County. A municipality cannot release taxes on their own.

P. O. Box 10
125 West Fort Macon Road
Atlantic Beach, NC 28512



Phone: (252) 726-2121
Fax: (252) 726-5115
E-mail: financedirector@atlanticbeach-nc.com

TO: Mayor and Town Council

DATE: January 22, 2024

FROM: Sarah Currie
Finance Director

RE: Authorization to Write-off \$3,770.08 in Delinquent Utility Accounts

The Town of Atlantic Beach has a total of 29 utility accounts closed prior to December 31, 2020, with unpaid balances totaling \$3,770.08. Qualifying accounts have been sent to debt set-off. The balances remaining have been deemed uncollectible at this point in time. ***Staff requests authorization to write-off uncollectible water, solid waste, debris, and late fees in the amount of \$3,770.08.***

The existence of unpaid accounts distorts the accounts receivable balance. Writing off the uncollectible accounts will reflect a more accurate balance.

The statute of limitations for collecting delinquent solid waste fees when billed with other public enterprise services is three years, § 1-52(1). The statute of limitations for collecting unpaid water fees, under § 25-2-725(1) instead of § 1-52(1), is four years when considering the sale of water by local government utilities as a sale of goods under the Uniform Commercial Code (UCC). As the Town of Atlantic Beach invoices jointly, the recommendation is to use the three-year statutory limitation.



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: Appointment to Dredging Committee

Board Meeting Date: January 22, 2024

Overview: The AB Citizens Committee on Dredging was established by Council on June 23, 2008 with the mission to: Coordinate and study the Town of Atlantic Beach waterways; develop a plan for continual maintenance of the Town's waterways; and identify funding sources for continual maintenance. Danny Navey has served on the committee as Council Liaison since his appointment on December 16, 2013. Danny was elected Mayor in 2023. It is recommended Council appoint Councilmember Harry Archer to the Committee in Mayor Navey's place.

Proposed Committee Members:

Member	E-mail	Date Appointed
Harry Archer, III – Council Liaison	harcher@atlanticbeach-nc.com	January 22, 2024
Everette Cameron, Chair	Doccameron@BIZec.rr.com	June 23, 2008
Rusty Cutshaw	rustycutshaw@yahoo.com	June 23 2008
"Capt." Sonny Davis	info@captstacy.com	June 23 2008
Dwight Rouse		Mar 25, 2013
Rod Sawyer	deesawyer@coastalnet.com	June 23 2008
Marc Schulze	publicworksdirector@atlanticbeach-nc.com	

Description of Action Requested: Appoint Harry Archer, III to the Dredging Committee.



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: NC Resilient Coastal Communities Program-Community Action Team

Board Meeting Date: January 22, 2024

Department or Public Submittal: Department Planning Public _____

Overview: The Town was awarded \$70,000 in February to complete Phases I and II of the Resilient Coastal Communities Program which will aid in developing a risk and vulnerability assessment and prioritize projects that will increase the Town’s resilience to natural hazards.

As a part of the process, we need to establish a Community Action Team (CAT) to serve as liaisons on the project. The Resilient Coastal Communities Program Handbook requires the CAT to have at least five members that are representative of the community and its diverse perspectives. It is recommended that at least one member of the CAT be from (or can speak for) parts of the community that may be traditionally underrepresented in decision-making.

One of the CAT members will be appointed as a “CAT Champion” to lead the team; that person should have the knowledge, expertise, and passion to act as a point person with Dewberry, with whom we have been paired with for Phases I and II, and the NC Division of Coastal Management.

Participants:

Name	Affiliation	Email
Joey Dean	AB Town Councilman	idean@atlanticbeach-nc.com
Neil Chamblee	Planning Board Chairman	Neil.chamblee@gmail.com
Jimmie Whitford	AB Citizen	billy@whitfords.biz
Denise Clark	AB Citizen	acdc36@aol.com
Marc Shulze	AB Public Works Director	publicworksdirector@atlanticbeach-nc.com
Lindsay Allen	AB Public Works Admin	publicservicesadmin@atlanticbeach-nc.com

Information Attached: *(please check if NO information attached)* Yes _____ No X

Requested Action: *(please check if NO action requested)* Yes X No _____

Description of Action Requested: Approval of members to serve on the Community Action Team.



Proposal

ProGreen Turf and Landscape

Client Name: Town of Atlantic Beach
Project Name: New Bern St Retaining Wall
Jobsite Address: NC **Billing Address:** NC
Estimate ID: EST4183884
Date: Sep 25, 2023

Retaining Wall (Diamond Pro)	\$11,205.30
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Retaining Wall installed per engineer plans

67 linear ft long - Average height of 2.5' (approx 180 sq ft of block)

Existing trees to be removed as needed - Stumps dug up and all debris removed from site

Plants on adjoining property to be salvaged and re planted when wall and grading completed

Belgard - Diamond Pro Block (color TBD)

NC Landscape Contractors License # 1371

	Subtotal	\$11,205.30
	Taxes	\$0.00
	Estimate Total	\$11,205.30

Estimate authorized by: _____
 Company Representative

Estimate approved by: _____
 Customer Representative

Signature Date: _____

Signature Date: _____



**JOHNSON ENVIRONMENTAL
& DISASTER CONSULTING SERVICES**
429 CAMWAY DR. • WILMINGTON, NC 28403
PH (910) 791-9361 • FAX (910) 796-9918
E-MAIL: mail@johnsonenv.com

January 04, 2024

Mr. Marc Schulze, Public Services Director
Town of Atlantic Beach
Post Office Box 1094
Atlantic Beach, NC 28512

**VIA EMAIL: publicworksdirector@atlanticbeach-nc.com;
Hardcopy follows via US Mail**

RE: Proposition Contract Preparation and Selection Assistance for:
Disaster Debris Removal and Emergency Pumping Services

Dear Mr. Schulze,

In response to the annual request for proposal of services to assist the Town of Atlantic Beach with the preparation of "Preposition Debris Removal Contract for the Tropical, Winter and Nor' Easter Storm Seasons". Johnson Environmental & Disaster Consulting Services respectfully submits this document for your consideration. Also, during 2022, we selected a contractor for a two (2) year agreement for Emergency Pumping Services which will also expire June 30, 2024 and we will need to request proposal of services for the next term.

The outline of the proposal of services for the preparation of a Preposition Debris Removal Contract will be the following:

- I. Conduct information-gathering with Public Works and Town representatives, explain FEMA's guidelines on Phase II Debris Removal and determine precise expectations of Town's Debris Removal and Emergency Response Services Contracts.
- II. Discussions with Carteret County Officials and Coastal Environmental Partnership representatives, to determine locations of preferred disposal sites available to receive wastes.
- III. Review Town and County maps, Internet Search, determining associated distances and initial calculations
- IV. FEMA Guidance Review, Initial Draft Preparation of: Public Notice "Invitation to Bid", and Bid Instruction Package for potential bidders to meet recommendations and expectations of section I. above.
- V. Discussions with Local Government Representatives and Town Attorney (if requested) following the review of Draft Documents.

- VI. Preparation of Final Document meeting recommendations and expectations addressed in section V. above.
- VII. Solicitation document preparations, solicitation assistance, discussions and clarification with potential bidders during bidding acceptance period.
- VIII. Conduct public bid opening at the preferred Town location.
- IX. Review bid packages, conduct interviews of references provided by the potential winning bidder, conduct search of US Government "List of Parties Excluded from Federal Procurement and Non-procurement Programs".
- X. Prepare recommendation package and binder for Town Staff. This package will also serve as an easy access source to all relevant contract information.

The outline of the proposal of services for the preparation of a Proposition Emergency Pumping Contract will be the following:

- I. Conduct information-gathering with Public Works and determine any required technical revisions regarding pump locations needs, pumping capacity and discharge locations.
- II. Review Town and County maps, Internet Search, determining associated distances and initial calculations for intake and discharge needs
- III. Preparation of draft documents.
- IV. Discussions with Local Government Representatives and Town Attorney (if requested) following the review of Draft Documents.
- V. Preparation of Final Document meeting recommendations and expectations addressed in section IV. above.
- VI. Solicitation document preparations, solicitation assistance, discussions and clarification with potential bidders during bidding acceptance period.
- VII. Conduct public bid opening at the preferred Town location.
- VIII. Review bid packages, conduct interviews of references provided by the potential winning bidder, conduct search of US Government "List of Parties Excluded from Federal Procurement and Non-procurement Programs".
- IX. Prepare recommendation package and binder for Town Staff. This package will also serve as an easy access source to all relevant contract information.

Johnson Environmental offers the above services for rate discounted as we can prepare these concurrently and complete all travel for pre-bid and bid opening date for the same date. We offer these projects for \$4,074.00 each. This not to exceed proposal of \$8,148.00 is conditional to shared costs for travel on both the pre-bid and bid opening dates.

Below are the rates for the completion of the projects above.

<u>Project Description</u>	<u>2024</u>	<u>Confirmation of Selection (please initial)</u>
Phase II Debris Removal	\$4,074.00	
Emergency Pumping	\$4,074.00	
Total	\$8,148.00	

Upon acceptance we will allocate services immediately in order to select contractors prior to the Atlantic Hurricane Season.

Please feel free to contact me to discuss this proposal at (910) 791-9361, and I look forward to providing continued assistance to the Town of Atlantic Beach.

Sincerely,



Barry L. Johnson, Principal

Acceptance of Proposal and Conditions:

_____/_____
Signature / Date

Title

Please fax proposal acceptance to (910) 796-9918

cc: Ms. Sabrina Simpson, via email (tab@atlanticbeach-nc.com)



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: Sidewalk Construction and Payment in Lieu Option

Board Meeting Date: January 22, 2024

Department or Public Submittal: Department Planning Public _____

Overview: In July, based on discussion that was held at the retreat in January 2023, we adopted a “Sidewalk Payment in Lieu of Construction” fee as a part of the annual Budget/Fee Schedule adoption.

Staff is proposing an amendment to Chapter 16 of the Town Ordinance which would establish sidewalk construction standards and further clarify when the payment in lieu option would be applicable. We are also proposing to modify the Fee Schedule so that the payment in lieu more accurately represents true construction cost.

Information Attached: *(please check if NO information attached)* Yes X No _____

Requested Action: *(please check if NO action requested)* Yes X No _____

Description of Action Requested:

Approval of **Ordinance 24-01-01:** Ordinance Amending Chapter 16, Streets and Sidewalks; Article I, In General; Section 8, Sidewalk Construction



**AN ORDINANCE AMENDING
CHAPTER 16, STREETS AND SIDEWALKS
ARTICLE I, IN GENERAL; SECTION 8 SIDEWALK CONSTRUCTION
OF THE TOWN OF ATLANTIC BEACH CODE OF ORDINANCES**

WHEREAS, the Town wishes to promote the safety and welfare of the public through the provision of safe and adequate routes of pedestrian access along public rights-of-way throughout town; and

WHEREAS, the Town desires to bridge pedestrian connections to neighborhoods and local destinations such as parks, shopping, restaurants, the beach, and other points of interest.

THEREFORE, BE IT HEREBY ORDAINED by the Town of Atlantic Beach Town Council that the Town Code of Ordinances, Chapter 16, Streets and Sidewalks, and the Schedule of Fees are amended as follows:

Chapter 16 - STREETS AND SIDEWALKS

ARTICLE I. - IN GENERAL

Sec. 16-8. - Sidewalk construction; ~~permit required.~~

No sidewalk of any description shall be built by any person ~~of any brick, wood, or other material~~ without a written permit from the town.

- (a) Sidewalks are required along the frontage of all new development or redevelopment sites within the MHI, CIR, COR and CPY zoning districts. Such sidewalks shall extend for the entire length of the property's frontage along any public street abutting the property.
- (b) Sidewalks must be constructed to a minimum of five feet in width unless otherwise specified and four inches in thickness. At driveway crossings, sidewalks should be at least six inches in thickness. Wheelchair ramps shall be provided at intersections and other major points of pedestrian flow in accordance with NCDOT standards.
- (c) The edge of the sidewalk should be at least one foot from the edge of the property line. If sidewalk alignments are permitted that extend outside of the public right-of-way, appropriate easements for maintenance of the sidewalk shall be dedicated to the Town.
- (d) No certificates of occupancy shall be issued until these requirements are met or the appropriate surety to guarantee sidewalk construction is received by the Town. Sureties shall be in an amount equal to 125 percent (125%) of the estimated cost of construction, including materials, labor and installation. A signed estimate detailing the cost of installation per linear foot shall be submitted by a contractor for consideration and approval by the Town.

- (e) If the Town Manager determines that the construction of sidewalks along any street at the time of development is impractical or unreasonable due to right-of-way limitations, drainage facilities, topography, utility structures or other significant considerations, the sidewalk construction requirement may be waived for the affected linear footage of street frontage provided that a payment in lieu of sidewalk construction is made. The amount of the required payment in lieu of sidewalk construction shall be established by the Schedule of Fees. A signed estimate detailing the cost of installation per linear foot shall be submitted by a contractor for consideration and approval by the Town in determining the amount of the payment in lieu of construction.
- (f) The Town Manager may review a written request for waiver of the requirement for sidewalk where adequate pedestrian facilities exist along the affected linear footage of street frontage.
- (g) The Town Council shall be the reviewing authority for any appeals related to these requirements. Notice of appeal and a request for a hearing shall be addressed to the Town Manager in writing and shall detail the basis of the appeal. The appellant shall be given notice of the time and place at which the appeal will be heard. The decision of the Town Council following the hearing shall be final and shall be conveyed to the appellant in writing.

Adopted this the 22nd day of January 2024.

TOWN OF ATLANTIC BEACH

Danny Navey, Mayor

ATTEST:

Katrina Tyer, Town Clerk

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

**TERMINATION OF ENCROACHMENT
LICENSE RIGHTS**

THIS TERMINATION OF ENCROACHMENT LICENSE RIGHTS (hereafter "Termination") is made by the Town of Atlantic Beach, North Carolina, a municipal corporation and body politic (hereafter "Town").

WHEREAS, Glennon – McRae, LLC (hereafter "LLC") petitioned the Town for a license to encroach into a part of a Town street known as Center Drive, a public right-of-way adjoining LLC's property at 107 Shore Drive (Carteret County Tax parcel # 6385.13.04.39420000), further defined as Lot 1, Block 15, Sound View Isles (hereafter sometimes "Owner's Property"); and

WHEREAS, by action lawfully taken by its Town's Council, the Town agreed to enter into a written Encroachment Agreement with LLC (hereafter "Agreement"), that Agreement being dated March 28, 2008, signed by the Town's Mayor and the LLC's Member Manager, and subsequently recorded with the Carteret County Register of Deeds on September 4, 2008, in Book 1284, Page 312(GR 1284312); and

WHEREAS, the license granted by the Agreement was subject to termination by the Town upon 30 days written notice to LLC or its successor, such termination requiring LLC or its successor to remove all of their property from the right-of-way of Center Drive (sometimes erroneously referred to as Central Drive in the Encroachment Agreement) and to cease any further private use of or encroachment into the same; and

WHEREAS, David and Sonja Hood are LLC's successors in title and the current owners of Owner's Property; and

WHEREAS, on November 21, 2023, the Town mailed the required 30-day written notice of termination to David and Sonja Hood as required by the Agreement;

NOW THEREFORE, pursuant to the terms of the Agreement herein referenced, the Town Council of the Town of Atlantic Beach hereby:

1. Irrevocably terminates all licenses, rights and interests of any and all current and past owners of 107 Shore Drive (Carteret County Tax parcel # 6385.13.04.39420000) granted by the Agreement.
2. Reserves and preserves all rights and interests of the Town as provided by the Agreement, such rights and interests surviving this Termination.
3. Authorizes and directs this Termination document to be signed by its Mayor.
4. Authorizes and directs the Town Manager to cause this Termination document to be recorded with the Carteret County Register of Deeds.
5. Directs the Town Clerk to send a copy of the recorded Termination document to the current owners of Owner's Property.

Nothing herein or otherwise withstanding, the purpose of this document is to terminate all license, right, or interest of the owners of Owner's Property to encroach upon or otherwise make private use of the right-of-way of Center Drive in Atlantic Beach, North Carolina, and all provisions herein and the interpretation thereof shall be in accordance with that purpose.

This **Termination Of Encroachment License Rights** is approved by a majority vote of the Town's Council this 22nd day of January, 2024 and shall become immediately effective.

ATTEST:

TOWN OF ATLANTIC BEACH

Katrina Tyer, Town Clerk

Danny Navey, Mayor

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, _____, a Notary Public of Carteret County, North Carolina, do hereby certify that Katrina Tyer personally appeared before me this day and, who being by me duly sworn, says and acknowledged that she is Town Clerk of the Town of Atlantic Beach, a North Carolina municipal corporation, that she knows the common seal of said Town and is acquainted with the Mayor of said Town, Mr. Danny Navey, and that, by authority duly given and as the act of the Town, the foregoing instrument was signed in her presence, in the Town's name by its Mayor, sealed with the Town's seal, and attested by him as the Mayor.

Witness my hand and notarial seal this the _____ day of _____, 2024.

My Commission expires: _____

Notary Public

Printed Name of Notary Public

P. O. Box 10
125 West Fort Macon Road
Atlantic Beach, NC 28512



OFFICE OF THE TOWN MANAGER
Phone: (252) 726-2121
Fax: (252) 726-5115
E-mail: townmanager@atlanticbeach-nc.com

November 21, 2023

David and Sonja Hood
700 Rupert Drive
Greenville, NC 27858
and via email: daisy21@suddenlink.net

RE: Notice of Termination of Encroachment Agreement between the Town of Atlantic Beach "City" and Glennon-McRae, LLC "LLC", dated March 28, 2008 and recorded in Carteret County Register of Deeds Bk 1284/Pg 312

David and Sonja Hood,

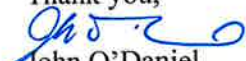
On March 28, 2008, the Town of Atlantic Beach "City" and Glennon-McRae, LLC "LLC" entered into an Encroachment Agreement (copy enclosed) allowing LLC to use part of the right of way of Central Drive that runs along the eastern boundary of the property known as 107 Shore Drive (Parcel # 6385130439420000) for placement of a dog pen and other removable personal property items until such time as the City determines it is in the best interest of the public those items be removed.

This letter serves as written notice that the Town of Atlantic Beach is exercising its authority contained within paragraphs 6 and 7 of the Encroachment to terminate the agreement.

6. LLC, **upon 30 days written notice from City**, shall remove any items and otherwise cease any uses within the Central Drive right of way (that part running along and with the eastern boundary line of its property) if the City, in its sole discretion, determines that such action should be taken by the LLC or their successors or assigns; and
7. With proper notice, the City may require that the LLC remove any or all encroachments from the right of way and/or to cease any further use of the right of way by LLC, for any purpose or no purpose, and should LLC fail to so act after such notice, City may cause such removals and prevent such uses at LLC's cost, and may proceed to do so without obligation to repair or replace any of the items remaining in the right of way after the notice period;

You have 30 days from the date of this letter to remove all property, including, but not limited to the dog pen, landscaping, and any items affecting the proper drainage of the property, from the encroachment area, or the Town will do so at your expense. Thereafter, a formal Termination of Encroachment Agreement will be filed with the Register of Deeds and your use of the encroachment area will be terminated.

Thank you,


John O'Daniel

Enclosure

cc: Mayor and Council (via email)
Attorney Derek Taylor (via email)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David & Sonja Hood
700 Rupert Drive
Greenville NC 27858



9590 9402 6257 0265 8791 26

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

C. Date of Delivery

B. Received by (Printed Name)

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type
- Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

✓ Taylor

Melanie Arthur 4P
CARTERET COUNTY
LDL Date 09/04/2008 Time 15:14:00
GR 1284312 Page 1 of 4

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By Bonnie Cohen
Deputy Register of Deeds

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, made as of this 28th day of March, 2008, by and between the Town of Atlantic Beach, North Carolina, a North Carolina municipal corporation in the County of Carteret, State of North Carolina, herein called "City"; and Glennon-McRae, LLC hereinafter called "LLC".

WHEREAS, the parties hereto are the owners or other interest holders of adjoining lands situated in Atlantic Beach, North Carolina, in the County of Carteret, the interests of the City being the public right of way of Center Drive as obtained by dedication and acceptance of the same as indicated on that plat recorded in Map Book 2, Page 196, Carteret County Registry and the interests of LLC being in 107 Shore Drive (parcel # 6385.13.04.39420000) and further described as Lot 1, Block 15, Sound View Isles as shown on the above referenced plat; and

WHEREAS, LLC wishes to use that part of the right of way of Central Drive that runs along and with the eastern boundary line of their property for placement of a dog pen and other removable miscellaneous items of personal property belonging to it until such time as the Town shall determine, in its sole discretion, that it is in the best interest of the public that those items be removed; and

WHEREAS, LLC does hereby recognize and acknowledge that their past, current and continued use of a part of Center Drive, a public right of way within the Town's municipal limits, has been and will continue to be by the implicit or explicit permission of the Town; and

BOOK 1284 PAGE 312

(14)

WHEREAS, City has agreed that LLC may continue its implied license with the Town to use and encroach into the right of way of Center Drive subject to the following terms and conditions contained herein:

NOW, THEREFORE, the parties, in consideration of the mutual covenants, the premises, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do hereby agree as follows:

- 1) LLC is granted a license to encroach into the public right of way known as Center Drive where such right of way runs along and with the eastern right of way of their property as described herein.
- 2) LLC will place no permanent structures in the right of way;
- 3) LLC will assure that any use they make of the right of way shall not cause drainage problems (standing water, flooding, erosion etc.) or unreasonably interfere with access to or use of Shore Drive or Center Drive by pedestrian and vehicular traffic; and
- 4) LLC, their successors and assigns will be solely responsible for the items they may place in the right of way and shall assure that such items shall not be or become a nuisance or otherwise dangerous to the public or the LLC's neighbors; and
- 5) LLC will assure that any damages to the right of way caused by their use shall be repaired and properly maintained; and
- 6) LLC, upon 30 days written notice from City, shall remove any items and otherwise cease any uses within the Central Drive right of way (that part running along and with the eastern boundary line of its property) if the City, in its sole discretion, determines that such action should be taken by the LLC or their successors or assigns; and
- 7) With proper notice, the City may require that the LLC remove any or all encroachments from the right of way and/or to cease any further use of the right of way by LLC, for any purpose or no purpose, and should LLC fail to so act after such notice, City may cause such removals and prevent such uses at LLC's cost, and may proceed to do so without obligation to repair or replace any of the items remaining in the right of way after the notice period; and
- 8) This Agreement shall not create in LLC any rights, title or interest in the rights-of-way or property of the City, but shall simply constitute a license to LLC allowing the encroachments and uses anticipated by this Agreement to remain where they are until City shall require their removal as herein provided.
- 9) LLC agrees to defend and hold the City harmless from any and all actions, suits, claims, proceedings or investigations against it that arise out of or relate to the placement of items or use of the right of way, including City's reasonable attorney fees.

BOOK 1284 PAGE 312

This Agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require. The laws of the State of North Carolina will govern this Agreement. It constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals (each party executing below without affixing their seal having adopted the word "SEAL" as the same) as of the day and year first above written.

ATTEST:

TOWN OF ATLANTIC BEACH



By: [Signature]
Trace Cooper, Mayor

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Cheryl Ann Hamilton, a Notary Public, do hereby certify that Kelly Nash personally came before me this day and, who being by me duly sworn, says and acknowledged that she is Town Clerk of the Town of Atlantic Beach, a North Carolina municipal corporation, that she knows the common seal of said Town and is acquainted with the Mayor of said Town, Mr. Trace Cooper, and that, by authority duly given and as the act of the Town, the foregoing instrument was signed in her presence, in the Town's name by its Mayor, sealed with the Town's seal, and attested by him as the Mayor.

WITNESS my hand and notarial seal, this the 2 day of ~~March~~ ^{SEPTEMBER}, 2008.

My commission expires:
05/25/2011

Cheryl Ann Hamilton
Notary Public
Cheryl Ann Hamilton
Printed Name of Notary Public



BOOK 1284 PAGE 312

GLENNON-MCRAE, LLC

By: [Signature] (SEAL)
Signature of Manager or Member/Manager
TOM GLENNON
Printed Name

STATE OF NORTH CAROLINA

CARTERET COUNTY

[Signature] a Notary Public of Carteret County, State of North Carolina, certify that Tom Glennon (the "Signatory"), personally came before me this day and acknowledged that he is a Manager or Member/Manager of Glennon-McRae, LLC, a North Carolina limited liability company, and that he, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

I certify that the Signatory personally appeared before me this day, and (check one following)

- (I have personal knowledge of the identity of the Signatory); or
- (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)
 - a driver's license or
 - in the form of _____); or
 - (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 17th day of April, 2008.

[OFFICIAL NOTARY SEAL]
(MUST BE FULLY LEGIBLE)

[Signature]
Notary Public
Print Name: DEBRA FORREST CARSON

My Commission Expires: 8/30



BOOK 1284 PAGE 312



FILE # 1554043

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Jerry T. Hardesty
By *Jerry T. Hardesty*, Register of Deeds
Act. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
September 15, 2016 02:48:50 PM
BWC DEED 2 P
FEE \$26 00
NC REVENUE STAMP: \$1,100.00
FILE # 1554043

Revenue: \$ 1,100.00 (For Recording Data)

Parcel Identifier No.: 638513043942000

Brief Description for the Index: L1 B15 Sound View Isles

Prepared by: Steven I Reinhard, Ellis & Winters LLP, Post Office Box 33550, Raleigh, NC 27636
(NO TITLE OPINION IS GIVEN OR IMPLIED BY REASON OF OUR
PREPARATION OF THIS DEED.)

✓ After recording, return to: *BGWM*

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed is made and delivered as of this the *13th* day of September, 2016, by and between GLENNON-MCRAE, LLC, a North Carolina limited liability company ("Grantor"), with an address of 631-B Dickinson Avenue, Greenville, North Carolina 27834; and YON NO and spouse, YOUNG CHA NO, (collectively, "Grantee"), with a mailing address of 5144 Pinehall Wynd, Raleigh, North Carolina 27604-5824.

For valuable consideration paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor has and by these presents does hereby grant, bargain, sell and convey unto the Grantee in fee simple absolute that certain lot or parcel of land, together with all buildings and other improvements thereon (collectively, the "Premises") particularly described as follows:

BEING all of Lot Number One (1) in Block Number Fifteen (15) as shown and designated on the map of Sound View Isles, which map was made by George J. Brooks, Engineer, in July, 1952, and is duly recorded in the Office of the Register of Deeds of Carteret County in Map Book 2, Page 196.

TO HAVE AND TO HOLD the Premises and all privileges and appurtenances thereto belonging to the Grantee in fee simple absolute.

And the Grantor covenants with the Grantee that the Grantor is seized of the Premises in fee simple absolute, has the right to convey the same in fee simple absolute, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the following exceptions to title:

1. 2016 and subsequent years ad valorem taxes not yet due or payable;

Deed to 107 Shore Drive

BOOK 1553 PAGE 43

②

2. encroachment agreement recorded in Book 1284, page 312, Carteret County Registry;
3. matters that are shown on plat recorded in Map Book 2, page 196, Carteret County Registry; and
4. all other easements, restrictions and matters of record.

The property conveyed hereby does not include the primary residence of the Grantor.

The Premises was acquired by Grantor by deed recorded in Book 1005, page 388, Carteret County Registry.

The designation of the Grantor and the Grantee as used in this Deed includes the parties expressly named herein, their heirs, successors, and assigns and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has executed this Deed by its sole and duly authorized member and manager as of the day and year first above written.

GLENNON-MCRAE, LLC
a North Carolina limited liability company

By: *Thomas J. Glennon*
Thomas J. Glennon, member-manager

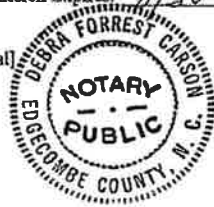
STATE OF NORTH CAROLINA
COUNTY OF Pitt

I certify that Thomas J. Glennon, member-manager of Glennon-McRae, LLC, personally appeared before me this day, acknowledging to me that he signed the foregoing document.

Witness my hand and official stamp or seal, this the 13th day of September, 2016.

My Commission Expires: 9/30, 2021

[notary seal]



Debra Forrest Carson
Notary Public
Name: DEBRA FORREST CARSON
Notary Public

FOR REGISTRATION REGISTER OF DEEDS

Karen S. Hardesty

Carteret County, NC

July 2, 2020 10:31:43 AM

DEED # Pages: 4

Fee: \$26.00

NC Revenue Stamp: \$2,200.00

FILE # 1677257

Prepared by: Ryan S. Renfrow, Attorney at Law [WITHOUT SEARCH OR EXAMINATION OF TITLE]
Return to: James W. Thompson, III, P.C., 3332 Bridges St., Ste. 1A, Makenzie Sq., Morehead City, NC 28557

Excise Tax: \$2,200.00

Parcel ID No.: 638513043942000

Brief Legal Description: LOT 1, BLOCK 15, SOUND VIEW ISLES

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of July, 2020, by and between:

Yon No and spouse, Yong Cha No
(who erroneously took title as Young Cha No)

5144 Pinehall Wynd, Raleigh, NC 28512

(hereinafter referred to as Grantor);

AND

David M. Hood and spouse, Sonja D. Hood

700 Rupert Drive, Greenville NC 27858

(hereinafter referred to as Grantee).

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

That Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Atlantic Beach, Morehead Township, Carteret County, North Carolina, and more particularly described as:

(SEE ATTACHED EXHIBIT "A")

Submitted electronically by "James W. Thompson III, PC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Carteret County Register of Deeds.

This being the same property previously conveyed by deed recorded in Book 1554, Page 043 (Instrument No. 1554043), Carteret County Registry.

This conveyance _____ is or X is not the primary residence of the Grantors.

A map showing the above described property is recorded in Map Book 2, Page 196 (Instrument No. N/A), Carteret County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

AND the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated:

Any easements, covenants, rights of way, or restrictions of record; and
Ad Valorem taxes for the year 2020.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in their names, the day and year first above written.

[Signature] _____ (SEAL)
YON NO

[Signature] _____ (SEAL)
YONG CHA NO

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Ryan S. Renfrow, a Notary Public of the County and State aforesaid do hereby certify that YON NO and YONG CHA NO personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

Witness my hand and Notarial stamp or seal this 4th day of July, 2020.

My commission Expires: 9/16/2020



(SEAL)

[Signature]
Notary Public

Ryan S Renfrow
Printed Name of Notary

1677257

Exhibit "A"

Legal Description

BEING all of Lot Number One (1) in Block Number Fifteen (15) as shown and designated on the map of Sound View Isles, which map was made by George J. Brooks, Engineer, in July, 1952, and is duly recorded in the Office of the Register of Deeds of Carteret County in Map Book 2, Page 196.

For deed reference, see Book 1554, Page 043 (Instrument No. 1554043) and Book 1005, Page 388 (Instrument No. 1005388), Carteret County Registry.

Property address: 107 Shore Drive, Atlantic Beach, NC 28512

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

**TERMINATION OF ENCROACHMENT
LICENSE RIGHTS**

THIS TERMINATION OF ENCROACHMENT LICENSE RIGHTS (hereafter "Termination") is made by the Town of Atlantic Beach, North Carolina, a municipal corporation and body politic (hereafter "Town").

WHEREAS, Eleanor Cummings Beasley and husband Charles Beasley, Harry Hodges Cummings and wife June Cummings, and Howard Johnson Cummings and wife Sharron J. Cummings (hereafter collectively "Cummings") petitioned the Town for a license to encroach into a part of a Town street known as Center Drive, a public right-of-way adjoining Cummings property at 201 Shore Drive (Carteret County parcel # 6385.13.04.4940000) and further described as Lot 1, Block 7, Sound View Isles (hereafter sometimes "Owner's Property"); and

WHEREAS, by action lawfully taken by its Town's Council, the Town agreed to enter into a written Encroachment Agreement with Cummings (hereafter "Agreement"), that Agreement being dated July 28, 2008, signed by the Town's Mayor and Cummings, and subsequently recorded with the Carteret County Register of Deeds on August 11, 2008, in Book 1282, Page 28 (GR 1282028); and

WHEREAS, the license granted by the Agreement was subject to termination by the Town upon 30 days written notice to Cummings or their successors, such termination requiring Cummings or their successors to remove all of their property from the right-of-way of Center Drive (sometimes erroneously referred to as Central Drive in the Encroachment Agreement) and to cease any further private use of or encroachment into the same; and

WHEREAS, Cummings are still shown in the public records of Carteret County to be the current owners of Owner's Property; and

WHEREAS, on November 21, 2023, the Town mailed the required 30-day written notice of termination to Howard and Elenor Cummings as required by the Agreement;

NOW THEREFORE, pursuant to the terms of the Agreement herein referenced, the Town Council of the Town of Atlantic Beach hereby:

1. Irrevocably terminates all licenses, rights, and interests of any and all current and past owners of 201 Shore Drive (Carteret County parcel # 6385.13.04.4940000) granted by the Agreement.
2. Reserves and preserves all rights and interests of the Town as provided by the Agreement, such rights and interests surviving this Termination.
3. Authorizes and directs this Termination document to be signed by its Mayor.
4. Authorizes and directs the Town Manager to cause this Termination document to be recorded with the Carteret County Register of Deeds.
5. Directs the Town Clerk to send a copy of the recorded Termination document to the current owners of Owner's Property.

Nothing herein or otherwise withstanding, the purpose of this document is to terminate all license, right, and interest of the owners of Owner's Property to encroach upon or otherwise make private use of the right-of-way of Center Drive in Atlantic Beach, North Carolina, and all provisions herein and the interpretation thereof shall be in accordance with that purpose.

This **Termination Of Encroachment License Rights** is approved by a majority vote of the Town's Council this 22nd day of January, 2024 and shall become immediately effective.

ATTEST:

TOWN OF ATLANTIC BEACH

Katrina Tyer, Town Clerk

Danny Navey, Mayor

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, _____, a Notary Public of Carteret County, North Carolina, do hereby certify that Katrina Tyer personally appeared before me this day and, who being by me duly sworn, says and acknowledged that she is Town Clerk of the Town of Atlantic Beach, a North Carolina municipal corporation, that she knows the common seal of said Town and is acquainted with the Mayor of said Town, Mr. Danny Navey, and that, by authority duly given and as the act of the Town, the foregoing instrument was signed in her presence, in the Town's name by its Mayor, sealed with the Town's seal, and attested by him as the Mayor.

Witness my hand and notarial seal this the _____ day of _____, 2024.

My Commission expires: _____

Notary Public

Printed Name of Notary Public

P. O. Box 10
125 West Fort Macon Road
Atlantic Beach, NC 28512



OFFICE OF THE TOWN MANAGER
Phone: (252) 726-2121
Fax: (252) 726-5115
E-mail: townmanager@atlanticbeach-nc.com

November 21, 2023

Mr. Howard Cummings
212 Taylor Street
Raleigh, NC 27607
and via email: hjcummings@gmail.com

Ms. Eleanor Cummings
1103 Country Club Drive
Kinston, NC 28501

RE: Notice of Termination of Encroachment Agreement between the Town of Atlantic Beach "City" and Eleanor Cummings Beasley and husband Charles Beasley, Harry Hodges Cummings and wife June Cummings, and Howard Johnson and wife Sharon J. Cummings "Cummings," dated July 28, 2008 and recorded in Carteret County Register of Deeds Bk 1282/Pg 28.

Mr. Cummings and Ms. Cummings,

On July 28, 2008, the Town of Atlantic Beach "City" Eleanor Cummings Beasley and husband Charles Beasley, Harry Hodges Cummings and wife June Cummings, and Howard Johnson and wife Sharon J. Cummings "Cummings" entered into an Encroachment Agreement (copy enclosed) allowing Cummings to use part of the right of way of Central Drive that runs along the western boundary of the property known as 201 Shore Drive (Parcel # 638513044940000) for placement of a dog pen and other removable personal property items until such time as the City determines it is in the best interest of the public those items be removed.

This letter serves as written notice that the Town of Atlantic Beach is exercising its authority contained within paragraphs 6 and 7 of the Encroachment to terminate the agreement.

6. Cummings, **upon 30 days written notice from City**, shall remove any items and otherwise cease any uses within the Center Drive right of way (that part running along and with the western boundary line of its property) if the City, in its sole discretion, determines that such action should be taken by Cummings or their successors or assigns; and
7. With proper notice, the City may require that Cummings remove any or all encroachments from the right of way and/or to cease any further use of the right of way by Cummings, for any purpose or no purpose, and should Cummings fail to so act after such notice, City may cause such removals and prevent such uses at Cummings' cost, and may proceed to do so without obligation to repair or replace any of the items remaining in the right of way after the notice period;

You have 30 days from the date of this letter to remove all property, including, but not limited to the dog pen, landscaping, and any items affecting the proper drainage of the property, from the encroachment area, or the Town will do so at your expense. Thereafter, a formal Termination of Encroachment Agreement will be filed with the Register of Deeds and your use of the encroachment area will be terminated.

Thank you,

John O'Daniel

Enclosure
cc: Mayor and Council (via email)
Attorney Derek Taylor (via email)

7022 2410 0001 4775 6370

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To
 Eleanor Cummings
 Street and Apt. No., or PO Box No.
 1103 County Club Dr.
 City, State, ZIP+4®
 Winston, NC 28501

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 2410 0001 4775 6387

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To
 Howard Cummings
 Street and Apt. No., or PO Box No.
 212 Taylor St.
 City, State, ZIP+4®
 Raleigh, NC 27607

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 11/24/23</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Howard Cummings 212 Taylor Street Raleigh, NC 27607</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 6257 0265 8791 40</p>	<p>all Restricted Delivery</p>
<p>7022 2410 0001 4775 6387</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eleanor Cummings
1103 Country Club Dr.
Kinston, NC 28501



9590 9402 6257 0265 8791 33

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

Agent
 Addressee

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No.

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9069

Domestic Return Receipt

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Melania Arthur, Register of Deeds
By Barbara Cahoon
Asst./Deputy, Register of Deeds

Rtn. Taylor & Taylor

**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, made as of this 28th day of July, 2008, by and between the Town of Atlantic Beach, North Carolina, a North Carolina municipal corporation in the County of Carteret, State of North Carolina, herein called "City"; and Eleanor Cummings Beasley and husband Charles Beasley, Harry Hodges Cummings and wife June Cummings, and Howard Johnson Cummings and wife Sharron J. Cummings together herein called "Cummings".

WHEREAS, the parties hereto are the owners or other interest holders of adjoining lands situated in Atlantic Beach, North Carolina, in the County of Carteret, the interests of the City being the public right of way of Center Drive as obtained by dedication and acceptance of the same as indicated on that plat recorded in Map Book 2, Page 196, Carteret County Registry and the interests of Cummings being in 201 Shore Drive (parcel # 6385.13.04.4940000) and further described as Lot 1, Block 7, Sound View Isles as shown on the above referenced plat; and

WHEREAS, Cummings wishes to use that part of the right of way of Central Drive that runs along and with the western boundary line of their property for placement of a dog pen and other removable miscellaneous items of personal property belonging to them until such time as the Town shall determine it in the best interest of the public that those items be removed; and

WHEREAS, Cummings does hereby recognize and acknowledge that their past, current and continued use of a part of Center Drive, a public right of way within the Town's municipal limits, has been and will continue to be by the implicit or explicit permission of the Town; and

BOOK 1282 PAGE 28

(6)

WHEREAS, City has agreed that Cummings may continue its license with the Town to use and encroach into the right of way of Center Drive subject to the following terms and conditions contained herein:

NOW, THEREFORE, the parties, in consideration of the mutual covenants, the premises, and other good and valuable consideration, the sufficiency and receipt of is hereby acknowledged, do hereby agree as follows:



- 1) Cummings is granted a license to encroach into the public right of way known as Center Drive where such right of way runs along and with the western right of way of their property as described herein.
- 2) Cummings will place no permanent structures in the right of way;
- 3) Cummings will assure that any use they make of the right of way shall not cause drainage problems (standing water, flooding, erosion etc.) or unreasonably interfere with access to or use of Shore Drive or Center Drive by pedestrian and vehicular traffic; and
- 4) Cummings, their successors and assigns will be solely responsible for the items they may place in the right of way and shall assure that such items shall not be or become a nuisance or otherwise dangerous to the public or their neighbors; and
- 5) Cummings will assure that any damages to the right of way caused by their use shall be repaired and properly maintained; and
- 6) Cummings, upon 30 days written notice from City, shall remove any items and otherwise cease any uses within the Center Drive right of way (that part running along and with the western boundary line of their property) if the City, in its sole discretion, determines that such action should be taken by Cummings or their successors or assigns; and
- 7) With proper notice, the City may require that the Cummings remove any or all encroachments from the right of way and/or to cease any further use of the right of way by Cummings, for any purpose or no purpose, and should Cummings fail to so act after such notice, City may cause such removals and prevent such uses at Cummings' cost, and may proceed to do so without obligation to repair or replace any of the items remaining in the right of way after the notice period; and
- 8) This Agreement shall not create in Cummings any rights, title or interest in the rights-of-way or property of the City, but shall simply constitute a license to Cummings allowing the encroachments and uses anticipated by this Agreement to remain where they are until City shall require their removal as herein provided.
- 9) Cummings agrees to defend and hold the City harmless from any and all actions, suits, claims, proceedings or investigations against it that arise out of or relate to the placement of items or use of the right of way, including reasonable attorney fees.

This Agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require. The laws of the State of North Carolina will govern this Agreement. It constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

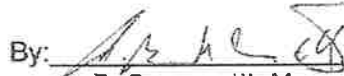
IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals (each party executing below without affixing their seal having adopted the word "SEAL" as the same) as of the day and year first above written.

ATTEST:

TOWN OF ATLANTIC BEACH


Kelly L. Cyrus, Town Clerk


(Town Seal)

By: 
A. B. Cooper, III, Mayor

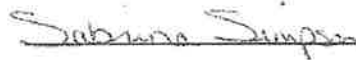
**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, Sabrina Simpson, a Notary Public, do hereby certify that Kelly Cyrus personally came before me this day and, who being by me duly sworn, says and acknowledged that she is Town Clerk of the Town of Atlantic Beach, a North Carolina municipal corporation, that she knows the common seal of said Town and is acquainted with the Mayor of said Town, Mr. A. B. Cooper, III and that, by authority duly given and as the act of the Town, the foregoing instrument was signed in her presence, in the Town's name by its Mayor, sealed with the Town's seal, and attested by him as the Mayor.

WITNESS my hand and notarial seal, this the 28th day of July, 2008.

My commission expires:

May 27, 2011



Notary Public



0001282 28

Eleanor Cummings Beasley (SEAL)
Eleanor Cummings Beasley

Charles Beasley (SEAL)
Charles Beasley

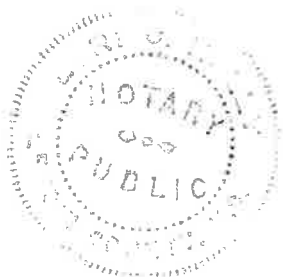
**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, a Notary Public of the County and State aforesaid, do hereby certify that Eleanor Cummings Beasley and her husband, Charles Beasley, personally appeared before me this date and acknowledged the due execution of this instrument.

WITNESS my hand and Notarial Seal, this the 19th day of ~~March~~ ^{June}, 2008.

My commission expires:
February 27, 2003

Kari C. Kelly
Notary Public
Lori C. Kelly
Printed Name of Notary Public



1282 28

Harry Hodges Cummings (SEAL)
Harry Hodges Cummings

June Cummings (SEAL)
June Cummings

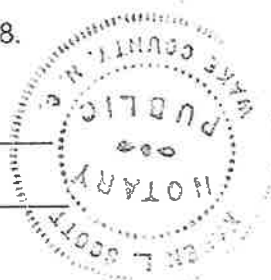
**STATE OF NORTH CAROLINA
COUNTY OF CARTERET**

I, a Notary Public of the County and State aforesaid, do hereby certify that Harry Hodges Cummings and his wife, June Cummings, personally appeared before me this date and acknowledged the due execution of this instrument.

WITNESS my hand and Notarial Seal, this the 28th day of March, 2008.

My commission expires:
7-11-10

Karen L. Scott
Notary Public
KAREN L. SCOTT
Printed Name of Notary Public



BOOK 1282, PAGE 28

My commission expires: _____

_____ Notary Public

Howard Johnson Cummings (SEAL)
Howard Johnson Cummings

Sharon J. Cummings (SEAL)
Sharon J. Cummings

STATE OF North Carolina

COUNTY OF Wake

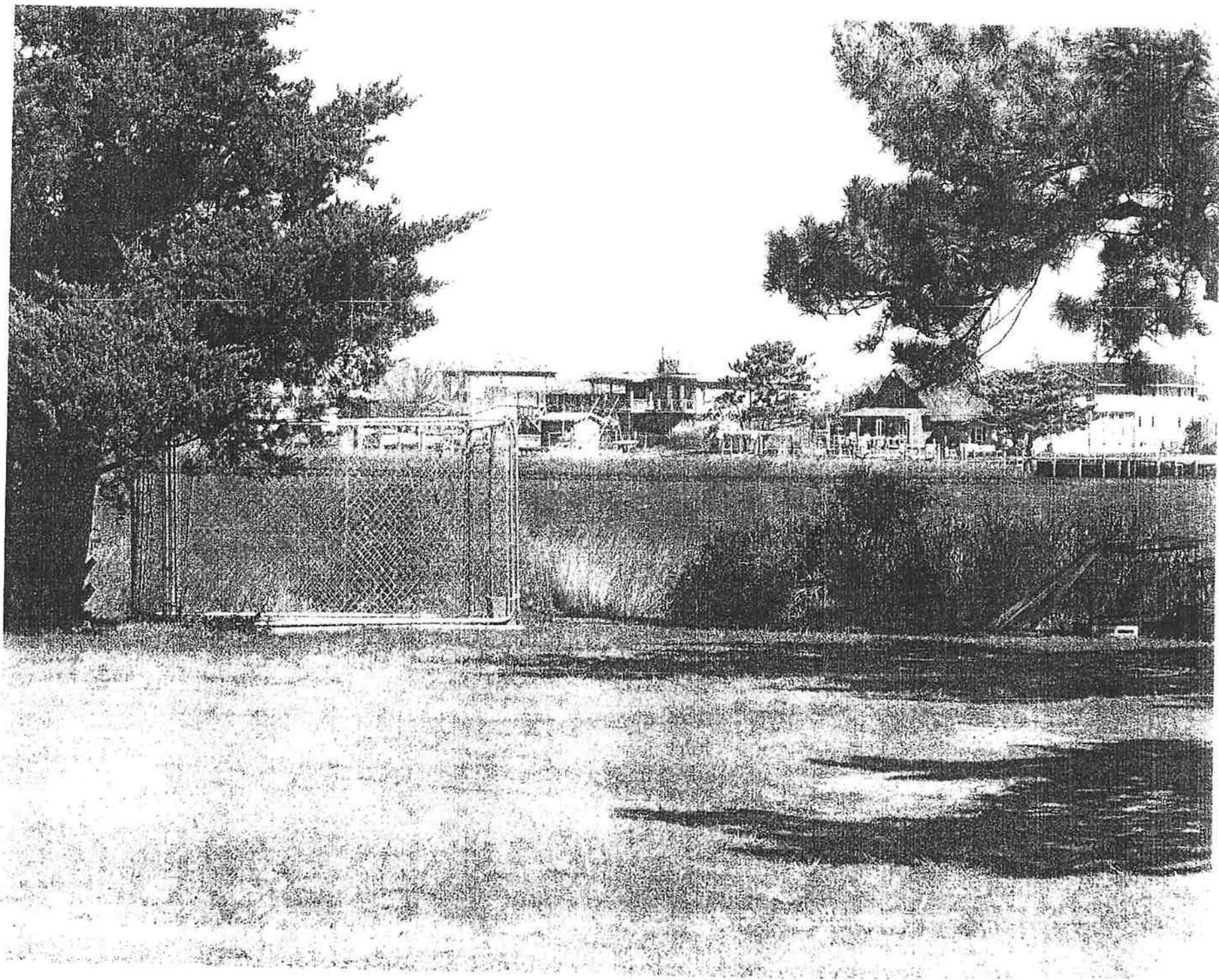
I, Karen L. Scott (print or type notary name) a Notary Public of the County and State aforesaid do hereby certify that Howard Johnson Cummings and his wife Sharon J. Cummings personally appeared before me this date and acknowledged the due execution of this instrument.

WITNESS my hand and Notarial Seal, this the 8 day of July, 2008.

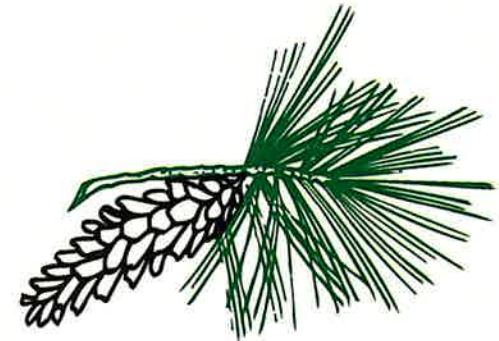
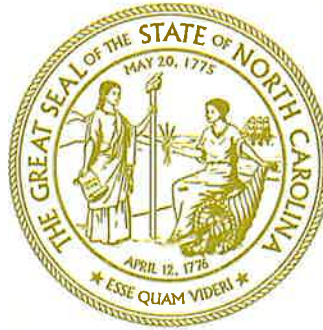
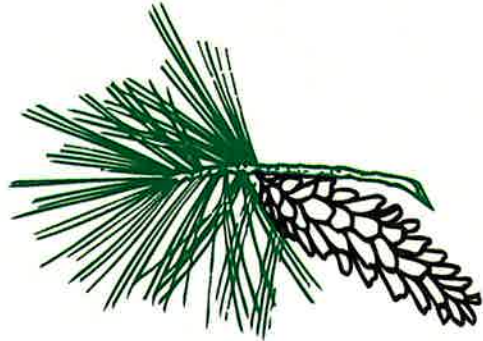


My commission expires: 7-11-10

Karen L. Scott
Notary Public



STATE OF NORTH CAROLINA



Roy Cooper

GOVERNOR

PRESENTS THIS

CERTIFICATE OF APPRECIATION

To


A. B. "Trace" Cooper, III

IN RECOGNITION OF DEDICATION AND OUTSTANDING SERVICE TO

December 18, 2023

THE GREAT STATE OF NORTH CAROLINA.

DATE


GOVERNOR OF NORTH CAROLINA



Proclamation

Art for the Heart Month

WHEREAS, public interest in the arts, as well as the number of artists and arts-related businesses in Atlantic Beach continues to grow; and

WHEREAS, the arts and humanities are being recognized for positively impacting quality of life, attracting visitors, and enhancing both cultural and economic growth; and

WHEREAS, arts education is vital for helping students develop creativity, critical thinking, and problem solving abilities; and

WHEREAS, the Arts Council of Carteret County is celebrating the arts during their 34th annual “Art from the Heart” professional art event and “Student Art Show” at the Atlantic Station Shopping Center;

NOW THEREFORE BE IT PROCLAIMED, that I, Mayor Danny Navey, Mayor of the Town of Atlantic Beach, do hereby proclaim the month of February, 2024 as “Arts Month”.

ATTEST:

Danny Navey, Mayor

Katrina Tyer, City Clerk



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: Opposition to Proposed Increase on Homeowners' Rates

Board Meeting Date: January 22, 2024

Overview: Insurance Commissioner Mike Causey announced that the North Carolina Rate Bureau filed a rate filing with the North Carolina Department of Insurance on Wednesday asking for an average statewide increase in homeowners' insurance rates of 42.2%. **The increase is 99.4% for Carteret County Beach areas.**

The Rate Bureau has asked for the rates to become effective Aug. 1.

The North Carolina Rate Bureau represents companies that write insurance policies in the state and is a separate entity from the North Carolina Department of Insurance.

This rate filing follows the homeowners' insurance rate filing that the Department of Insurance received from the North Carolina Rate Bureau in November 2020, where the Rate Bureau requested an overall average increase of 24.5%. That filing resulted in a settlement between Commissioner Causey and the Rate Bureau for an overall average rate increase of 7.9%.

A public comment period is required by law to give the public time to address the proposed rate increase. There are four ways to provide comments:

- A public comment forum will be held to listen to public input on the North Carolina Rate Bureau's rate increase request at the North Carolina Department of Insurance's Jim Long Hearing Room on Jan. 22 from 10 a.m. to 4:30 p.m. The Jim Long Hearing Room is in the Albemarle Building, 325 N. Salisbury St., Raleigh, N.C. 27603.
- A virtual public comment forum will be held simultaneously with the in-person forum on Jan. 22 from 10 a.m. to 4:30 p.m.
- Emailed public comments should be sent by Feb. 2 to: 2024Homeowners@ncdoi.gov.
- Written public comments must be received by Kimberly W. Pearce, Paralegal III, by Feb. 2 and addressed to 1201 Mail Service Center, Raleigh, N.C. 27699-1201.

All public comments will be shared with the North Carolina Rate Bureau. If Department of Insurance officials do not agree with the requested rates, the rates will either be denied or negotiated with the North Carolina Rate Bureau. If a settlement cannot be reached within 50 days, the Commissioner will call for a hearing.

Description of Action Requested: Approval of Resolution 24-01-02: Resolution Opposing The Proposed Increase on Homeowners' Insurance Rates by the NC Rate Bureau



**RESOLUTION OPPOSING
THE PROPOSED INCREASE ON HOMEOWNERS’ INSURANCE RATES
BY THE NC RATE BUREAU**

WHEREAS, The NC Rate Bureau submitted a filing to the NC Department of Insurance (NCDOI) for an increase on Homeowners’ Insurance Rates for fire and extended (wind) coverage; and

WHEREAS, the Town of Atlantic Beach remains very concerned about homeowners’ insurance rates in Atlantic Beach and across the entire NC coastal region; and

WHEREAS, the Town of Atlantic Beach encourages Commissioner Causey to completely reject the requested 99.4% increase to base rates for Territory #120; and

WHEREAS, the Town of Atlantic Beach requests that NCDOI, the Rate Bureau, and the NC General Assembly work toward a fairer rate structure for homeowners’ insurance in coastal North Carolina; and

WHEREAS, homeowners in Atlantic Beach and all of Territory #120 already pay the highest base rates in the entire State. Current base rates are already 4-5 times higher than many other areas of North Carolina, and the requested increase will increase this disparity further;

NOW, THEREFORE, BE IT RESOLVED that the Atlantic Beach Town Council expresses its opposition to the proposed homeowners’ insurance rates as requested by the NC Rate Bureau; and requests the NC State Insurance Commissioner require insurers to provide more detailed information about premiums and losses by geographic territory to determine if such proposed rates increase are warranted.

This the 22nd day of January, 2024.

Danny Navey, Mayor

Austin Waters, Mayor Pro Tem

Harry Archer, Councilman

Renea Baker, Councilwoman

Joey Dean, Councilman

Joseph Starling, Councilman

ATTEST:

Katrina Tyer - Town Clerk



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: GIS Services Agreement

Board Meeting Date: January 22, 2024

Department or Public Submittal: Department Town-wide Public

Overview: The Carteret County GIS Department has offered to partner with the Town in the administration and setup of GIS data which will further the goal of streamlining technology as discussed in the 2022 Planning Retreat.

The agreement would include paying the County \$60.00/hour for their services in initial setup and subsequent data management. The Town will retain its licensing through ESRI for GIS software.

Information Attached: *(please check if NO information attached)* Yes X No

Requested Action: *(please check if NO action requested)* Yes X No

Description of Action Requested: Approval of **Resolution 24-01-01:** Resolution Ratifying, Approving, and Authorizing Execution of Interlocal Cooperation Agreement Between the County of Carteret and the Town of Atlantic Beach for the Provision of GIS Services **and** Approval of the Interlocal Cooperation Agreement Between the County of Carteret and the Town of Atlantic Beach for the Provision of GIS Services



RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF ATLANTIC BEACH AND CARTERET COUNTY FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO GEOGRAPHIC INFORMATION SERVICES (GIS)

WHEREAS, the Town of Atlantic Beach and Carteret County have agreed to the terms of the attached Interlocal Cooperation Agreement for funding and provision of expenses relating to Geographic Information Services (GIS), authorized therein to be shared by the County and the Town; and

NOW THEREFORE BE IT RESOLVED, by the Atlantic Beach Town Council that the attached Interlocal Agreement between the Town of Atlantic Beach and Carteret County, is hereby ratified as required by NCGS 160A-461, approved, and the Town Manager for the Town of Atlantic Beach is hereby authorized to execute the said Agreement on behalf of the Town of Atlantic Beach, subject to a pre-audit certificate thereon by the Town Finance Officer, where applicable, and approval as to form and legality by the Town Attorney.

NOW THEREFORE BE IT FURTHER RESOLVED, that this resolution ratifying interlocal cooperation between The Town of Atlantic Beach and Carteret County is hereby included in the minutes of the Atlantic Beach Town Council.

Adopted this 22nd day of January, 2024.

TOWN OF ATLANTIC BEACH

Danny Navey - Mayor

ATTEST:

Katrina Tyer - Town Clerk

State of North Carolina
County of Carteret

**Interlocal Cooperation Agreement Between the County of Carteret
and the Town of Atlantic Beach for the Provision of
GIS (Geographic Information System) Services**

This INTERLOCAL COOPERATION AGREEMENT made and entered into _____, 2024, by and between the County of Carteret, State of North Carolina, a body politic and corporate, hereinafter sometimes referred to as the “County”; and the Town of Atlantic Beach, a body politic and corporate, hereinafter sometimes referred to as the “Town” is hereby approved to provide the Carteret County GIS Department with the authority to provide GIS services to the Town. This interlocal agreement between the County and the Town is authorized by N.C.G.S. §160A-461.

This INTERLOCAL COOPERATION AGREEMENT shall include the following provisions

- A. The County will administer GIS data for the Town.
- B. The County through its GIS Department will direct personnel to perform this function on behalf of the Town.
- C. This agreement shall be for one year but will renew annually if either party does not submit in writing to the other party intent to terminate the agreement. In the event of either party's desire to terminate the agreement, a 30-day notice of termination shall be given from one party to the other.
- D. The County reserves the right to review from time to time the adequacy of the agreed upon fees received in relation to the cost of administering and maintaining the Town Zoning Ordinance pertaining to GIS services and/or other provided GIS Services. The current billable rate is \$60.00/hr.
- E. Atlantic Beach Staff, by way of this agreement, will have access/ license to use ArcGIS software under the County enterprise license.
- F. This Agreement may be amended from time to time as agreed to by both parties.
- G. The Town Manager and/or Town Clerk and/or Town Planner and/or Town Designated Director will be designated the main point of contact for County officials carrying out the obligations of this Section and will be responsible for initiating the resolution of any disputes between the applicant, County agents, or the Town as a result of administering this ordinance.

NOW, THEREFORE, IT IS AGREED BY THE COUNTY AND TOWN AS FOLLOWS:

- A. The County will administer GIS data for the Town.
- B. The County through its GIS Department will direct personnel to perform this function on behalf of the Town.
- C. This agreement shall be for one year but will renew annually if either party does not submit in writing to the other party intent to terminate the agreement. In the event of either party's desire to terminate the agreement, a 30-day notice of termination shall be given from one party to the other.
- D. The County reserves the right to review from time to time the adequacy of the agreed upon fees received in relation to the cost of administering and maintaining the Town Zoning Ordinance pertaining to GIS services and/or other provided GIS Services. The current billable rate is \$60.00/hr.
- E. Atlantic Beach Staff, by way of this agreement, will have access/ license to use ArcGIS software under the County enterprise license.
- F. This Agreement may be amended from time to time as agreed to by both parties.
- G. The Town Manager and/or Town Clerk and/or Town Planner and/or Town Designated Director will be designated the main point of contact for County officials carrying out the obligations of this Section and will be responsible for initiating the resolution of any disputes between the applicant, County agents, or the Town as a result of administering this ordinance.

IN TESTIMONY WHEREOF, this agreement is executed and sealed by the parties pursuant to authority duly given by resolution of their respective boards and shall become effective upon adoption.

County of Carteret

By: _____

Tommy Burns
County Manager

ATTEST:

By: _____

Lori Turner, Clerk to the Board

Carteret County Board of Commissioners

Town of Atlantic Beach

By: _____
Danny Navey
Mayor

ATTEST:

By: _____
Katrina Tyer, Town Clerk
Town of Atlantic Beach



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: Acknowledgement of Town's Financial Performance Indicator of Concern (FPIC) and Town's Response

Board Meeting Date: January 22, 2024

Department or Public Submittal:

Department XXX

Public _____

Overview:

Under 20 NCAC 20 03 .0508, if a unit is notified by its independent auditor that the unit's audited financial statements included one or more significant deficiencies, material weaknesses, or other findings, or if Financial Performance Indicators of Concern were identified, the governing body must develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters" signed by a majority of the members of the governing body and submitted to the LGC within 60 days of the auditor's presentation. It is recommended that all members of the governing body as well as the Finance Officer and Town Manager sign the response in acknowledgement.

For Financial Performance Indicators of Concern (FPIC), 20 NCAC 20 03 .0508 specifically requires (A) A written description of the procedure, process, or action plan developed by the government unit to address each FPIC and (B) The description shall provide specific and detailed steps with measurable results that allow the governing body to conclude that it will address each specific FPIC. The description may include such information as the time period required for improvement, any governing body action required for implementation, the steps to increase revenue or reduce expenses, the frequency of performance evaluation, and other matters necessary to evaluate the success of the plan.

Previously, a unit was not required to respond to the LGC unless they received a unit letter issued by LGC staff. Now responses to issues of concern are required and initiated by the unit under this new process.

Failure to provide a timely and adequate response and to promptly implement the corrective action identified may result in financial losses to the unit and may limit the unit's ability to obtain LGC approval to issue debt.

In the annual audit of the Town's Financial Statements for the fiscal year ended 6/30/2023, an FPIC was identified. Most FPICs are triggered by ratios calculated by our auditors in the audit of our financial statements and submitted to the LGC as required. That was the case with the FPIC identified that we are now addressing and have formulated a response to. The following is the FPIC identified:

CASH FLOW INDICATORS: Water and Sewer Capital Assets Condition Ratio result .16

This capital assets condition ratio formula calculates the remaining useful life. A remaining useful asset value less than 0.50 may signal the need to replace the assets in the near future.

The formal response is in the attached letter to the LGC. In summary, we acknowledge the lack of remaining useful life of the assets in the water department and plan to discuss options at our annual retreat in February 2024 using the water plant assessment performed in August 2021 as a guide. We have also noted we have healthy reserves in the water fund available for use.

Our auditor's presentation was at the November 27, 2023 council meeting so our response is due January 26, 2024.

Information Attached: *(please check if NO information attached)*

Yes x No _____

Requested Action: *(please check if NO action requested)*

Yes _____ No x

Description of Action Requested:

Acknowledgement of Town's Financial Performance Indicator of Concern (FPIC) and Town's response.

P. O. Box 10
125 West Fort Macon Road
Atlantic Beach, NC 28512



Phone: (252) 726-2121
Fax: (252) 726-5115
E-mail: financedirector@atlanticbeach-nc.com

January 22, 2024

North Carolina Department of the State Treasurer
Local Government Commission
Attn: Sharon Edmundson
3200 Atlantic Avenue
Raleigh, NC 27604
Re: Response to the Independent Auditor's Findings, Recommendations & Fiscal Matters

Ms. Edmundson:

We have carefully reviewed the audit findings and Financial Performance Indicators of Concern ("FPIC") presented to the Town of Atlantic Beach Council by Austin Eubanks of Thompson, Price, Scott, Adams & Co. on November 27, 2023. Our response addressing each item follows:

CASH FLOW INDICATORS:

8. Water and Sewer Capital Assets Condition Ratio result .16
This capital assets condition ratio formula calculates the remaining useful life. A remaining useful asset value less than 0.50 may signal the need to replace the assets in the near future.

RESPONSE:

The Town of Atlantic Beach acknowledges the lack of remaining useful life of the assets in the water department. Due to this, in August 2021 the Town contracted with Municipal Engineering Services, Inc. to complete an assessment of the Town's water treatment plant to include estimated costs and priority levels in order to begin planning for repairs. The Town received the final draft of the assessment in December 2021. At that time, we were waiting for the delayed National Pollutant Discharge Elimination System (NPDES) permit before committing to an action plan. The NPDES permit each year could potentially come with changes in the compliance schedule which could necessitate different treatment processes in order to remain compliant with the permit. In the meantime, water rates have been increased each year to aid in building our reserves in preparation for a large upcoming water plant project. The reserves at the close of the fiscal year ended June 30, 2023 were just short of 1.9 million.

ACTION PLAN:

The Town received the draft NPDES permit on November 14, 2023 so we are now in a better position to begin discussing options with Town Council. The next annual retreat is in February 2024 and we intend to discuss options at that time and formulate a plan moving forward. With council approval, we will likely address the highest priority items quickly and move forward with financing options for the remainder of the repairs and/or replacements necessary.

Questions regarding this response letter may be addressed to Sarah Currie, Finance Director, at 252.726.2121.

Sincerely,

Danny Navey, Mayor

Austin Waters, Mayor Pro Tempore

Harry Archer, III, Councilmember

Renea Baker, Councilmember

Joey Dean, Councilmember

Joseph Starling, Councilmember

John O'Daniel, Town Manager

Sarah Currie, Finance Director



Town of Atlantic Beach

Board Meeting Agenda Item Submittal Form

Item: Beach and Shore Regulations

Board Meeting Date: January 22, 2024

Department or Public Submittal: Department Town-wide Public

Overview: Staff is proposing an amendment to Chapter 5, Beach and Shore Regulations, of the Town Code which would establish regulations to further protect the natural and nourished dune system by prohibiting crossing of these areas outside of an established walkway or defined path.

Additionally, the amendment would clarify the area to which these standards apply by revising the definition of “beach” in an effort to maintain consistency throughout the ordinance.

Information Attached: *(please check if NO information attached)* Yes X No

Requested Action: *(please check if NO action requested)* Yes X No

Description of Action Requested: Approval of Ordinance 24-01-02: Ordinance Amending Chapter 5, Beach and Shore Regulations, Article I, In General and Article II, Vehicular Traffic



AN ORDINANCE AMENDING
CHAPTER 5, BEACH AND SHORE REGULATIONS
ARTICLE I, IN GENERAL, SECTION 5-1 DEFINITIONS; SECTION 5-1.1 PROTECTION OF
DUNES; SECTION 5-1 GLASS CONTAINERS PROHIBITED
ARTICLE II, VEHICULAR TRAFFIC; AND SECTION 5-4 CAMPING
AND
CHAPTER 12, OFFENSES AND MISCELLANEOUS PROVISIONS
SECTION 12-6, POSSESSION OF CONTAINERS FOR FOOD AND DRINK ON THE BEACH STRAND
OF THE TOWN OF ATLANTIC BEACH CODE OF ORDINANCES

WHEREAS, in an effort to protect public and private property from erosion, litter, and other nuisances and to further protect and preserve the natural and nourished dune system, the Town deems it necessary to adopt restrictions on traversing the dunes in areas outside of established walkways or defined pathways; and

WHEREAS, the Town further seeks to define the area to which these standards apply to promote consistency throughout the ordinance.

WHEREAS, in an effort to eliminate duplication of Chapter 5, Beach and Shore Regulations, Section 5.1 (to be renumbered as Section 5-2), Glass Containers Prohibited, Chapter 12, Offenses and Miscellaneous Provisions, Section 12-6, Possession of Containers for Food and Drink on the Beach Strand will be deleted; and

THEREFORE, BE IT HEREBY ORDAINED by the Town of Atlantic Beach Town Council that the Town Code of Ordinances, Chapter 5, Beach and Shore Regulations and Chapter 12 Offenses and Miscellaneous Provision are amended as follows:

CHAPTER 5 - BEACH AND SHORE REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 5.1 Definitions

For the purpose of this article, the following definitions shall apply unless specified or the context clearly indicates or requires a different meaning:

Beach and sand dunes area means all land landward of the low water mark of the Atlantic Ocean, to include the foreshore beach strand, barrier dune system, single sand dunes, dune ridges, dune systems, and any part thereof, both old and new, including the vegetative cover relating to these dunes. Public streets and highways are expressly excluded in this definition. Further, the areas of the front, side, and rear yards of a residence or business which are not part of a sand dune, dune ridge, or dune system, and which are covered by *vegetative cover*, grass, landscaping, gravel, rock, asphalt, cement, or similar material, are excluded from this definition.

Sec. 5-1.1 Protection of dunes.

- (a) Frontal dunes are the first mounds of sand located landward of the waters of the Atlantic Ocean with sufficient vegetation, height, and configuration to offer protection from ocean storms. Protection of frontal dunes is necessary to provide storm protection, preserve wildlife habitat, and preserve the aesthetics of the oceanfront area.

- (b) It shall be unlawful for any person to traverse or travel upon any frontal dune at any location other than a designated walkway structure or established sand pathway. Examples of unlawful activities include playing on, climbing on, and allowing pets to traverse upon the frontal dunes, the removal of frontal dune vegetation, and other activities that reduce the stability of the frontal dune system and potentially decrease its storm protection, wildlife habitat, and aesthetic values.
- (c) Sea oats are important in preventing damage to dunes during storms as they have both deep taproots and lateral rhizomes to help hold the soil in place. In accordance with NC GS 14-129.2, it is unlawful to dig up, pull up, or otherwise remove any part of any Sea Oats from public or private property without the consent of the owner.
- (d) The following activities are exempted from subsection:
 - (1) Regulatory, contract, and research activities conducted by government officials and researchers; or
 - (2) Storage of small sailboats out of the public trust beach area and the tidal zone, provided permission is granted by the oceanfront property owner.
- (e) Violations of this section shall subject the offender to the penalties prescribed in Section 1-6.

Sec. 5-1.2. - Glass containers prohibited.

No person shall take, carry or cause to be carried upon the public beaches or water adjacent thereto within the town any glass containers that could be used for the purpose of transporting food or beverage. This section shall not be deemed to include thermos bottles or thermos jugs.

(Ord. of 7-26-79; Ord. No. 98-02-03, § I, 2-16-98; Ord. No. 98-08-02, § I, 8-17-98)

Sec. 5-2. - Surfing.

Sec. 5-3 - Regulation of vessels in waters of and adjacent to the town.

Sec. 5-4 – Camping prohibited.

- (a) Camping or sleeping overnight on the beach and sand dunes, or otherwise using the beach as a domicile, is hereby prohibited except for special events with customary civic value permitted by the Chief of Police or the Town Manager.
- (b) Violations of this section shall subject the offender to the penalties prescribed in Section 1-6.

ARTICLE II. - VEHICULAR TRAFFIC

Sec. 5-21. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Beach and sand dunes area means all land landward of the low water mark of the Atlantic Ocean and the low water mark of Bogue Sound, to include the foreshore beach strand, barrier dune system, single sand dunes, dune ridges, dune systems, and any part thereof, both old and new, including the vegetative cover relating to these dunes. However, public streets and highways are expressly excluded in this definition. Further, the areas of the front, side, and rear yards of a residence or business which is not part of a sand dune, dune ridge, or dune system, and which is covered by vegetative cover, grass, landscaping, gravel, rock, asphalt, cement, or similar material, is excluded from this definition.

Licensing agency means the town clerk, police department and any other officer or agency of the town designated by the board of commissioners to issue permits for the town pursuant to this article.

Limited accessways means those areas designated by posted signs whereby legal access to the permitted driving area as hereafter defined may be achieved.

Permitted driving area means the foreshore and area within the town consisting of hardpacked sand and lying between the water of the Atlantic Ocean and a point ten (10) feet seaward from the foot or toe of the dune closest to the waters of the Atlantic Ocean or ten (10) feet from any bulkhead which ever point of demarkation is closer to the waters of the Atlantic Ocean.

Vehicular traffic means the use, other than upon public highways or private ways devoted to the use of the public, of any vehicle, whether motorized or not, and without regard to weight, number of wheels, or other variances among vehicles.

(Ord. of 10-20-86(1), § 1010)

Cross reference— Definitions and rules of construction generally, § 1-2.

~~CHAPTER 12 OFFENSES AND MISCELLANEOUS PROVISIONS~~

~~Sec. 12-6. — Possession of containers for food and drink on the beach strand.~~

~~(a) It shall be unlawful for any person to take, carry, cause to be carried or possess upon the beach strand, any glass container which is designed for or used to contain any food product, drink or beverage.~~

~~(b) The "beach strand" is defined as that area within the limits of the town lying between the ordinary low water mark of the Atlantic Ocean and the toe of the primary dune located landward of the low water mark or, if closer to the low water mark, any manmade bulkhead running parallel to the low water mark of the Atlantic Ocean.~~

~~(c) A violation of this section shall subject the offender to the penalties provided for in section 1-6.~~

~~(Ord. of 2-18-85(2); Ord. No. 98-03-04, § 1, 3-16-98)~~

~~**Cross reference**— Beach and shore regulations, Ch. 5.~~

Adopted this the 22nd day of January, 2024.

Danny Navey, Mayor

ATTEST:

Katrina Tyer, Town Clerk

Re-entry Pass Summary

Re-entry Pass Summary	
Term	Long-Term- But we understand at some point (5yrs, 10yrs, etc) the program will be re-assessed, and new passes may need to be issued.
Form	Pass on cardstock, size of 1/3 paper (not green or blue)
Property Owners (as verified by Atlantic Beach tax parcel)	<p>Two free given per parcel or PIN# at the commencement of the 2024 program.</p> <p>The property owner may give their pass to anyone they want but they are responsible for anyone who is holding their pass.</p> <p>Additional passes may be purchased for \$25 each by the property owner or with an affidavit from owner.</p> <p>Passes are to be conveyed at closing.</p>
Business	<p>One free given per eligible business.</p> <p>Must have a current AB business registration.</p> <p>Business owners may give their pass to anyone they want, but are responsible for anyone who is holding their pass.</p> <p>Additional passes may be purchased for \$25 each by the business owner or with an affidavit from the owner.</p> <p>Passes are to be conveyed at closing.</p>
Long-term Tenants	Passes may be conveyed to the tenant at the property owner's discretion.
Management	Handled in-house.
General Public	Not available for purchase



Hurricane Re-entry Permit Policy



Original Adoption: February 23, 2009
Updated: 2024

Effective February 1, 2024, re-entry passes will no longer serve as parking passes in Atlantic Beach.

In 2011, re-entry passes were permitted to serve as free parking passes. The re-entry passes were $\frac{1}{4}$ the fee of the annual parking pass and we began seeing the trend that people were buying re-entry passes to distribute to their extended family, renters, guests, and business clientele for free parking. After several years of operating this way, the decision was made to detach re-entry passes from parking with the intent of limiting the number of people able to access the Town when a State of Emergency had been issued. Re-entry passes will no longer serve as parking passes in Atlantic Beach starting in 2024. This update aims to provide added security for our property owners. Re-entry passes will still be required to cross the high-rise bridge into Atlantic Beach after a major storm. The old policy allowed the volume of re-entry passes issued to grow exponentially beyond what is appropriate to allow re-entry after a storm for property owners. By reducing the number of passes to property owners, the town will be in a better position to protect your property after a storm.

Pre- and Post-Storm:

The NC Highway Patrol will monitor the effects of winds on the Atlantic Beach/Morehead Bridge. The NC Highway Patrol will restrict travel across the high-rise bridge when wind speeds prevent safe passage or there is a threat of lanes becoming impassable due to over-turned vehicles or other blockages due to winds.

Post-Storm Activities:

First, public safety officials survey the town to ensure re-entry for property owners and residents is safe. Second, once safety concerns are addressed, we would ask to allow those with a legitimate and vested interest to return to secure their property before allowing the general public access to Atlantic Beach. Third, once property owners have secured their property, allow for the town's reopening. The proposed plan is in place for two reasons: safety and to ensure only those who have a legitimate reason are allowed back on the island. The proposed process for the new re-entry passes will require the completion of a simple application to ensure passes are tied to properties for accountability. This will eliminate the need to repeat this process yearly. Re-entry passes will be valid during the duration of the current policy and can be changed at the discretion of the Council. We realize there may be some minor inconveniences but remember this is to protect your property.

Atlantic Beach Re-entry Permits:

- Permits will only be issued Monday through Friday, 8:00 AM – 4:30 PM at Town Hall. Permits may be applied for online and will be mailed within 5 business days. No permits will be issued or mailed 24 hours before projected landfall. This restriction may be waived at the Town Manager's discretion.
- Separate re-entry permit applications are to be completed for each business, personal property, and real property. Applications must be completed in their entirety, and one application must be completed for each parcel.
- The parcel designates real and personal property, and businesses are linked to business registration.
- To be eligible, personal property must be listed for AB taxes. If it is not, the owner must go to the County and file the property for taxes and provide the town proof of filing with the parcel/account number listed prior to our issuance of passes.
- Several new owners have successfully contacted past owners, real estate agents, or closing attorneys to either get the passes back or be reimbursed for the cost of replacement passes.

- Personal property owners and real property owners may receive up to two permits at no charge per Parcel ID Number.
- Every business may receive up to one permit at no charge.
- Additional permits can be purchased for \$25 per additional permit, with no exceptions.
- Once a property owner or business owner receives their free permits, they may give the permit to any individual(s) of their choosing who may be in a better local position to check on the property, or additional permit(s) can be purchased for that purpose.
- Torn or worn permits that need to be replaced can be brought to Town Hall for replacement without charge.
- No refunds will be given for passes that have been purchased, even if they have "found" the original ones later.
- Passes may be conveyed to tenants at the property owner's discretion.
- Permits are assigned to specific parcel numbers, and all permits will be transferred at closing or at the transferring of the title. This is as important as receiving the keys, parking passes, or gate control cards at closing. If two permits have previously been assigned to the parcel number, the new owner will be charged the \$25 fee for each replacement permit requested. Several new owners have successfully contacted past owners, real estate agents, or closing attorneys to either get the passes back or be reimbursed for the cost of replacement passes.
- Re-entry passes have addresses written on them. If an officer stops a person/vehicle at an address that does not match their pass, the officer will not be able to verify that they own multiple places and, therefore, have a legitimate purpose for being on that other property. If they own multiple locations, they should have a pass with them that matches the location they are visiting.
- Re-entry permits issued from this point forward will remain valid indefinitely or until the Atlantic Beach Town Council updates or modifies this policy.



Atlantic Beach

Amended 2024 Schedule of Meetings



All meetings are held in the Town Boardroom at the Town’s Public Safety Administrative Facilities located at 125 West Fort Macon Road, Atlantic Beach on the dates and times listed *unless otherwise noted*.

Town Council Meeting Schedule

Town Council Work Sessions

Second (2nd) Thursday of each month
9:00 a.m. (*unless otherwise noted*)

January 11, 2024	July 11, 2024
February 15, 2024 - Retreat	August 8, 2024
March 14, 2024	September 12, 2024
April 11, 2024	October 10, 2024
May 9, 2024	November 14, 2024
June 13, 2024	December 12, 2024

Town Council Meetings

Fourth (4th) Monday of each month
6:00 p.m. (*unless otherwise noted*)

January 22, 2024	July 22, 2024
February 26, 2024	August 26, 2024
March 25, 2024	September 23, 2024
April 22, 2024	October 28, 2024
May 20, 2024 <i>(3rd Mon. due to holiday)</i>	November 25, 2024
June 24, 2024	December 16, 2024 <i>(3rd Mon. due to holiday)</i>

Planning Board Meeting Schedule

Regularly scheduled Planning Board meetings are held on the **first (1st) Tuesday** of each month at **6:00 p.m.** in the Town Boardroom at the Town’s Public Safety Administrative Facilities located at 125 West Fort Macon Road, Atlantic Beach.

January 9, 2024	July 2, 2024
February 6, 2024	August 6, 2024
March 12, 2024 <i>(2nd Tues due to primary election)</i>	September 3, 2024
April 2, 2024	October 1, 2024
May 7, 2024	November 12, 2024 <i>(2nd Tues due to election)</i>
June 4, 2024	December 3, 2024

Board of Adjustment Meeting Schedule

Regularly scheduled Board of Adjustment meetings are held on the **third (3rd) Monday** of each month at **6:00 p.m.** in the Town Boardroom at the Town’s Public Safety Administrative Facilities located at 125 West Fort Macon Road, Atlantic Beach.

January 8, 2024 <i>(2nd Mon due to holiday)</i>	July 15, 2024
February 19, 2024	August 19, 2024
March 18, 2024	September 16, 2024
April 15, 2024	October 21, 2024
May 13, 2024 <i>(2nd Mon due to holiday and Council meeting)</i>	November 18, 2024
June 17, 2024	December 9, 2024 <i>(2nd Mon due to holiday and Council meeting)</i>



Atlantic Beach Police Department

FY 2023-24 Monthly Report



Patrol Division

	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
Accidents	13	16	8	6	8	5	7							50
Arrests - Felony	2	2	2	2	3	3	2							14
Arrests - Misdemeanor	6	9	5	6	3	5	3							31
Arrests - Other	2	4	3	1	3	6	2							19
Arrests - TOTAL	10	15	10	9	9	14	7	0	0	0	0	0	0	64
Beach Patrol	41	30	36	45	59	57	64							291
Business Checks	99	112	81	67	61	57	54							432
Criminal Papers Served	15	17	46	29	16	22	36							166
Citations - Local	6	4	1	1	4	1	0							11
Citations - State	41	42	31	35	34	45	28							215
Crosswalk Patrols	214	276	284	273	201	197	207							1,438
Foot Patrols	106	127	67	50	39	72	43							398
Marine Patrol Hours	30	18	29	37	0	0	0							84
Reports Taken (# of OCAs)	136	129	120	95	92	71	54							561
Residential Patrols	81	94	108	124	121	119	96							662
Response Time (avg. in mins.)	0:05:03	0:04:51	0:04:15	0:04:08	0:04:30	0:04:59	0:03:48							0:04:25
Traffic Stops - Total	126	137	117	84	81	82	77							578
Traffic Stops - Warnings	80	80	76	43	41	31	47							318
Training Hours	4	40	82	120	161	80	0							483
Total Calls for Service (CFS)	1,380	1,521	1,215	1,067	878	905	867							6,453

Animal Control - County Animal Control does not monitor AB traps (01/2016)

	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
Total Traps Issued	0	0	0	0	1	1	0							2
Total Animals Turned In	0	0	0	0	0	0	0							0

**Permit Reports
FY2023-24**

Fees	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Building	\$ 7,329	\$ 21,318	\$ 4,384	\$ 6,831	\$ 81,137	\$ 8,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,671
CAMA	\$ 200	\$ 200	\$ -	\$ 200	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700
Demolition	\$ 100	\$ 600	\$ -	\$ 100	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050
Electrical	\$ 2,816	\$ 3,516	\$ 2,616	\$ 2,256	\$ 10,631	\$ 1,673	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,508
Elevator	\$ -	\$ -	\$ 91	\$ 339	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 430
Floodplain Dev	\$ -	\$ 700	\$ 400	\$ 700	\$ 600	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300
Gas	\$ 85	\$ -	\$ 170	\$ 170	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595
HRF	\$ 30	\$ -	\$ 40	\$ -	\$ 10	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90
Insulation	\$ 1,986	\$ 2,311	\$ 1,681	\$ 1,331	\$ 10,006	\$ 811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,126
Land Disturbance	\$ -	\$ 200	\$ -	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Mechanical	\$ 4,026	\$ 4,096	\$ 3,126	\$ 2,266	\$ 10,516	\$ 1,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,028
Misc	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Penalties	\$ 143	\$ 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261
Plumbing	\$ 2,866	\$ 2,651	\$ 1,547	\$ 1,716	\$ 10,431	\$ 1,403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,614
Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ 2,133	\$ 19,172	\$ 245	\$ 7,111	\$ -	\$ 3,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,778
Planning/Zoning	\$ 785	\$ 75	\$ 185	\$ 125	\$ 150	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480
TOTAL	\$ 22,498	\$ 55,709	\$ 14,485	\$ 23,244	\$ 124,100	\$ 18,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,881
Total Permits	51	54	38	30	25	31							229
Total value	\$ 2,038,517	\$ 4,784,725	\$ 1,274,591	\$ 2,735,803	#####	\$ 1,979,244							\$ 30,549,232

Inspections	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Building	35	26	18	22	23	13							
CAMA													
Demolition													
Electrical	20	24	33	19	22	11							
Elevator													
Gas	5	6	4	3		2							
Insulation	3	2	1	5	8	1							
Land Disturbance													
Mechanical	26	26	25	17	12	11							
**Miscellaneous	3	3	6	3	5	5							
Plumbing	20	18	13	19	15	21							
*Zoning													
TOTAL	112	105	100	88	85	64	0	0	0	0	0	0	554

* Zoning includes: Zoning Certificates for houses, decks, fences & signs

** Miscellaneous - Inspections include minimum housing, piers, bulkheads, boatlifts, SWO's, information on-site, condemnations, business registration inspections, and grass violations



Utility Billing Report FY 23-24 Monthly Report

Billing Summary	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Net Gallons Billed	28,851,104	29,162,059	23,337,324	16,436,581	12,550,375	10,568,497							120,905,940
Water	\$221,065	\$222,000	\$189,854	\$157,051	\$141,654	\$136,851							\$ 1,068,475
Annual Sprinkler/Hydrant Fees	\$0	\$0	\$0	\$0	\$0	\$5,400	\$0	\$0	\$0	\$0	\$0	\$0	\$ 5,400
Waste	\$57,966	\$57,980	\$57,851	\$58,019	\$58,019	\$58,177							\$ 348,012
Stormwater Fee	\$34,308	\$34,314	\$34,326	\$34,350	\$34,350	\$34,044							\$ 205,692
Amount Billed	\$313,339	\$314,294	\$282,032	\$249,420	\$234,023	\$229,072							\$ 1,622,179
*Revenue Received	\$238,848	\$316,003	\$304,735	\$284,267	\$244,191	\$229,188							\$ 1,617,231
% Collected	0.762	1.005	1.080	1.140	1.043	1.001	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.997

* Water Revenue received reflects prior month billing.

Other Revenues	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Taps/Bores	\$0	\$1,500	\$1,500	\$0	\$4,500	\$4,000							\$ 11,500
Capacity Use Fees	\$2,458	\$2,458	\$7,374	\$0	\$7,374	\$12,238							\$ 31,902
Total	\$ 2,458	\$ 3,958	\$ 8,874	\$ -	\$ 11,874	\$ 16,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,402

Labor	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Taps	0	0	1	2	0	4							7
Connects	3	2	1	3	0	4							13
Disconnects	5	4	6	5	4	8							32
Meter Repairs/Changeouts	14	7	2	7	5	3							38
Water Leak	1	1	3	1	0	0							6
Meter Test	0	0	0	0	0	0							0

Water Figures (in millions)	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Calendar Raw	35.724	29.663	22.765	18.724	14.353	11.331							132.56
Calendar Finished	36.002	29.806	23.019	17.977	15.491	11.589							133.884
Production Gallons* (16th-15th)	3.907	3.933	3.262	2.937	2.917	2.186							19.142
16th-15th Raw	33.182	33.411	26.634	20.307	16.193	12.886							142.613
16th-15th Finished	33.651	33.534	27.061	20.418	16.343	13.114							144.121

Production Gallons* (16th-15th)	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Sampling	0.267	0.267	0.267	0.267	0.267	0.266							1.601
Backwash	1.311	1.503	1.201	0.944	0.892	0.800							6.651
Carrier	1.496	1.484	1.192	0.889	0.728	0.570							6.359
FD Flushing	0.24	0.125	0.017	0.244	0.480	-							1.106
Leaks/Tower	0.593	0.554	0.585	0.593	0.550	0.550							3.425
Total (in millions)	3.907	3.933	3.262	2.937	2.917	2.186	-	-	-	-	-	-	19.142

Sampling: Timed how long it took to fill a gallon jug to get a gallon per minute at each sampling site that runs 24/7. These sites include Tower 1, Hi service pump room at the water plant, sink at well 6, sink at well 5, and the sink in the water plant lab. These sites run 520,665 gallons a month.

Backwash: In our backwash process we use finished water that is metered, and gallons used per month varies depending on how many times we backwash. **For example,** we used 389,300 gallons from May 16th to June 15th 2019.

Carrier: The carrier water used for chlorination is recycled back into the plant. We used our strap on ultrasonic meter to see what the gallons per minute was flowing through the carrier water line when a hi service pump was on. It ended up being 50gpm. So we look at how many minutes our hi service pumps run in a billing cycle to determine the amount of water used for chlorination. In the example May/June billing cycle, the pumps ran for 437.06 hours using 1,311,250 gallons.

Flushing: In flushing around the town for water quality control we use a chart provided by the fire department that lists the gallons per minute for each hydrant. In the May/June billing cycle we flushed 994,400 gallons. We also used our gallon jug trick in the hi service pump room where we have leaking check valves to show a loss of 50,000 gallons per month.

Leaks: In determining the amount of water lost in leaks found around town we use a spreadsheet provided by Rural Water that uses the variables of the leak to show gallons lost. Also incorporated is a single day of 500,000 gallons per month to cover the water made to fill the water towers that isn't billed.

Summary
Annual Water Production
By Well Site

FY2021-22 - STATED IN MILLION GALLONS

	WELL 1 Main Plant	WELL 2 Town Park - 500 Ocean Ridge	WELL 2A Town Park	WELL 3 802 Ocean Ridge	WELL 4 Across from Peppertree	WELL 5 West End Tank	WELL 6 Fort Macon State Park	TOTAL RAW PUMPED	PLANT RAW WATER	PLANT FINISHED WATER
July	1.503	-	11.841	1.786	14.533	5.055	3.060	37.778	36.386	36.642
August	1.401	-	7.546	1.796	12.400	5.590	3.128	31.861	30.619	30.783
September	0.892	-	9.102	1.010	10.587	3.644	2.061	27.296	26.257	26.478
October	0.716	-	7.342	0.742	8.745	2.943	1.594	22.082	21.146	21.136
November	0.580	-	4.587	0.751	5.110	2.344	1.170	14.542	14.918	15.223
December	0.453	-	3.951	0.609	4.901	1.834	0.900	12.648	12.083	12.182
January	0.464	-	3.853	0.578	4.797	1.847	0.860	12.399	11.764	12.024
February	0.400	-	3.248	0.467	4.054	1.524	0.740	10.433	10.008	9.980
March	0.523	-	3.978	0.634	5.459	2.009	1.002	13.605	13.103	13.288
April	0.833	-	5.889	0.928	7.533	2.797	1.495	19.475	18.619	18.561
May	1.167	-	7.156	1.278	9.627	3.939	2.189	25.356	24.368	24.612
June	1.268	-	11.629	1.259	12.627	4.238	2.397	33.418	32.122	32.348
TOTALS	10.200	-	80.122	11.838	100.373	37.764	20.596	260.893	251.393	253.257

FY2022-23 - STATED IN MILLION GALLONS

	WELL 1 Main Plant	WELL 2 Town Park - 500 Ocean Ridge	WELL 2A Town Park	WELL 3 802 Ocean Ridge	WELL 4 Across from Peppertree	WELL 5 West End Tank	WELL 6 Fort Macon State Park	TOTAL RAW PUMPED	PLANT RAW WATER	PLANT FINISHED WATER
July	1.635	-	10.387	1.828	13.655	5.402	3.127	36.034	34.792	34.829
August	1.357	-	9.002	1.598	11.891	4.690	2.651	31.189	29.813	30.019
September	0.934	-	8.024	1.129	9.425	3.706	1.798	25.016	23.680	23.947
October	0.676	-	6.509	0.790	7.213	2.587	1.260	19.035	18.305	18.439
November	0.568	-	4.440	0.647	5.599	2.317	0.996	14.567	13.839	13.808
December	0.844	-	2.859	0.899	5.399	2.893	1.384	14.278	13.674	13.674
January	1.046	-	3.422	1.044	3.176	3.261	0.652	12.601	11.882	11.961
February	0.704	-	3.733	0.683	3.157	2.138	-	10.415	9.917	9.899
March	0.663	-	4.392	0.646	5.509	2.291	0.593	14.094	13.468	13.553
April	0.815	-	5.901	0.780	6.963	2.610	1.255	18.324	17.655	17.651
May	1.067	-	7.653	1.015	8.852	3.290	1.648	23.525	22.312	22.541
June	1.488	-	9.318	1.522	11.212	4.622	2.311	30.473	28.653	29.192
TOTALS	11.797	-	75.640	12.581	92.051	39.807	17.675	249.551	237.990	239.513

FY2023-24 - STATED IN MILLION GALLONS

	WELL 1 Main Plant	WELL 2 Town Park - 500 Ocean Ridge	WELL 2A Town Park	WELL 3 802 Ocean Ridge	WELL 4 Across from Peppertree	WELL 5 West End Tank	WELL 6 Fort Macon State Park	TOTAL RAW PUMPED	PLANT RAW WATER	PLANT FINISHED WATER
July	1.882	-	11.142	2.278	13.738	5.682	3.069	37.791	35.724	36.002
August	1.390	-	9.902	1.712	11.590	4.556	2.401	31.551	29.663	29.806
September	1.141	-	7.058	1.419	8.953	3.638	1.928	24.137	22.765	23.019
October	0.939	-	5.886	1.039	7.371	3.051	1.443	19.729	18.724	17.977
November	0.718	-	4.357	0.725	5.712	2.472	1.071	15.055	14.530	15.491
December	0.531	-	3.849	0.517	4.529	1.822	0.774	12.022	11.331	11.589
January								-		
February								-		
March								-		
April								-		
May								-		
June								-		
TOTALS	6.601	-	42.194	7.690	51.893	21.221	10.686	140.285	132.737	133.884

Town of Atlantic Beach
DoubleTree Water Usage Trends

FY2021-22

	Gallons Billed	Water Revenue
July	1,084,417	\$ 4,823
August	1,393,526	\$ 6,137
September	646,139	\$ 2,961
October	705,426	\$ 3,213
November	593,132	\$ 3,053
December	291,635	\$ 1,558
January	310,828	\$ 1,652
February	320,127	\$ 1,697
March	398,008	\$ 2,079
April	640,312	\$ 3,266
May	717,369	\$ 3,644
June	939,701	\$ 4,733
TOTALS	8,040,620	\$ 38,815

FY2022-23

	Gallons Billed	Water Revenue
July	1,533,642	\$ 7,776
August	1,390,380	\$ 7,074
September	1,255,938	\$ 6,415
October	727,862	\$ 3,827
November	540,692	\$ 3,074
December	253,925	\$ 1,554
January	285,161	\$ 1,719
February	405,035	\$ 2,355
March	461,650	\$ 2,655
April	689,933	\$ 3,865
May	610,381	\$ 3,443
June	985,011	\$ 5,428
TOTALS	9,139,610	\$ 49,183

FY2023-24

	Gallons Billed	Water Revenue
July	1,577,579	\$ 10,302
August	1,368,584	\$ 8,896
September	1,119,080	\$ 7,324
October	959,274	\$ 6,317
November	665,939	\$ 4,865
December	437,194	\$ 3,824
January		
February		
March		
April		
May		
June		
TOTALS	6,127,650	\$ 41,529

Summary
Annual Water Production, Sales Water Loss

	Billing Cycle	Raw Water	Pumped (Finished)	Gallons Billed	Production Gallons Unbilled	Line Loss	Line Loss %	Water Revenue
FY2021-22	6/15/21 - 7/15/21	33,707,000	33,858,000	29,006,026	3,828,000	1,023,974	3.02%	\$ 154,861
July	7/15/21 - 8/15/21	36,921,000	37,371,000	30,723,380	4,601,000	2,046,620	5.48%	\$ 161,369
August	8/15/21 - 9/15/21	27,334,000	27,505,000	22,442,161	3,821,000	1,241,839	4.51%	\$ 129,764
September	9/15/21 - 10/15/21	22,266,000	22,356,000	18,317,410	2,984,000	1,054,590	4.72%	\$ 115,263
October	10/15/21 - 11/15/21	18,527,000	18,742,000	15,395,893	2,610,000	736,107	3.93%	\$ 112,733
November	11/15/21 - 12/15/21	13,180,000	13,447,000	10,097,782	2,335,000	1,014,218	7.54%	\$ 92,144
December	12/15/21 - 1/15/22	11,963,000	12,066,000	8,691,744	2,597,000	777,256	6.44%	\$ 87,321
January	1/15/22 - 2/15/22	11,360,000	11,420,000	9,403,607	2,009,000	7,393	0.06%	\$ 90,954
February	2/15/22 - 3/15/22	10,473,000	10,840,000	7,684,714	2,761,000	394,286	3.64%	\$ 84,055
March	3/15/22 - 4/15/22	15,242,000	15,549,000	12,055,461	3,018,000	475,539	3.06%	\$ 97,797
April	4/15/22 - 5/15/22	20,630,000	20,618,000	16,508,818	3,338,000	771,182	3.74%	\$ 114,156
May	5/15/22 - 6/15/22	28,953,000	29,212,000	26,662,842	3,648,000	(1,098,842)	-3.76%	\$ 157,235
June	TOTALS	250,556,000	252,984,000	206,989,838	37,550,000	8,444,162	3.34%	\$ 1,397,653

	Billing Cycle	Raw Water	Pumped (Finished)	Gallons Billed	Production Gallons Unbilled	Line Loss	Line Loss %	Water Revenue
FY2022-23	6/15/22 - 7/15/22	36,853,000	37,028,000	31,686,232	4,095,000	1,246,768	3.37%	188,363
July	7/15/22 - 8/15/22	33,521,000	33,780,000	27,939,990	4,091,000	1,749,010	5.18%	173,007
August	8/15/22 - 9/15/22	26,456,000	26,621,000	23,282,908	3,235,000	103,092	0.39%	151,809
September	9/15/22 - 10/15/22	20,380,000	20,552,000	15,685,091	4,391,000	475,909	2.32%	124,830
October	10/15/22 - 11/15/22	16,255,000	16,346,000	13,550,993	2,645,000	150,007	0.92%	124,273
November	11/15/22 - 12/15/22	12,148,000	12,166,000	9,265,296	2,442,000	458,704	3.77%	103,615
December	12/15/22 - 1/15/23	14,360,000	14,260,000	12,015,411	2,053,000	191,589	1.34%	113,528
January	1/15/23 - 2/15/23	11,348,000	11,205,000	8,295,042	2,510,000	399,958	3.57%	98,432
February	2/15/23 - 3/15/23	11,047,000	11,030,000	8,334,167	2,401,000	294,833	2.67%	97,467
March	3/15/23 - 4/15/23	15,783,000	16,001,000	12,947,058	2,829,000	224,942	1.41%	111,795
April	4/15/23 - 5/15/23	18,884,000	19,080,000	15,518,432	3,245,000	316,568	1.66%	124,689
May	5/15/23 - 6/15/23	25,630,000	25,877,000	22,019,882	3,348,000	509,118	1.97%	151,087
June	TOTALS	242,665,000	243,946,000	200,540,502	37,285,000	6,120,498	2.51%	\$ 1,562,894

	Billing Cycle	Raw Water	Pumped (Finished)	Gallons Billed	Production Gallons Unbilled	Line Loss	Line Loss %	Water Revenue
FY2023-24	6/15/23 - 7/15/23	33,182,000	33,651,000	28,851,104	3,907,000	892,896	2.65%	221,065
July	7/15/23 - 8/15/23	33,411,000	33,534,000	29,162,059	3,933,000	438,941	1.31%	222,000
August	8/15/23 - 9/15/23	26,634,000	27,061,000	23,337,324	3,262,000	461,676	1.71%	189,854
September	9/15/23 - 10/15/23	20,307,000	20,418,000	16,436,581	2,937,000	1,044,419	5.12%	157,051
October	10/15/23 - 11/15/23	16,193,000	16,343,000	12,550,375	2,917,000	875,625	5.36%	141,654
November	11/15/23 - 12/15/23	12,886,000	13,114,000	10,568,497	2,186,000	359,503	2.74%	136,851
December	12/15/23 - 1/15/24	-	-	-	-	-	#DIV/0!	-
January	1/15/24 - 2/15/24	-	-	-	-	-	#DIV/0!	-
February	2/15/24 - 3/15/24	-	-	-	-	-	#DIV/0!	-
March	3/15/24 - 4/15/24	-	-	-	-	-	#DIV/0!	-
April	4/15/24 - 5/15/24	-	-	-	-	-	#DIV/0!	-
May	5/15/24 - 6/15/24	-	-	-	-	-	#DIV/0!	-
June	TOTALS	142,613,000	144,121,000	120,905,940	19,142,000	4,073,060	2.83%	\$ 1,068,475

Town of Atlantic Beach
Minimum Gallons Versus Actual
FY2023-24

Summary - July 2023	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,359	\$ 39,513	12,543,550	\$ 95,093
1"	784	\$ 14,472	5,630,100	\$ 41,942
1.5"	398	\$ 6,769	1,518,740	\$ 11,664
2"	1,087	\$ 18,497	4,134,815	\$ 32,037
3"	101	\$ 2,167	1,118,770	\$ 9,785
4"	198	\$ 3,317	705,460	\$ 5,266
6"	717	\$ 12,728	3,199,669	\$ 24,645
AVAIL FEE.	75	\$ 631	-	\$ 631
TOTAL:	5,719	\$ 98,092	28,851,104	\$ 221,065

Summary - August 2023	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,358	\$ 39,497	12,549,410	\$ 96,327
1"	785	\$ 14,491	5,962,640	\$ 44,593
1.5"	398	\$ 6,769	1,343,300	\$ 11,014
2"	1,087	\$ 18,497	4,235,725	\$ 31,262
3"	101	\$ 2,167	797,620	\$ 6,746
4"	198	\$ 3,317	593,450	\$ 4,560
6"	717	\$ 12,728	3,679,914	\$ 26,858
AVAIL FEE.	76	\$ 639	-	\$ 639
TOTAL:	5,720	\$ 98,103	29,162,059	\$ 222,000

Summary - September 2023	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,358	\$ 39,497	9,843,720	\$ 81,367
1"	787	\$ 14,530	4,777,220	\$ 37,637
1.5"	398	\$ 6,769	1,020,940	\$ 9,380
2"	1,087	\$ 18,447	3,736,544	\$ 29,368
3"	101	\$ 2,167	602,990	\$ 5,320
4"	198	\$ 3,317	348,220	\$ 3,507
6"	717	\$ 12,728	3,007,690	\$ 22,636
AVAIL FEE.	76	\$ 639	-	\$ 639
TOTAL:	5,722	\$ 98,091	23,337,324	\$ 189,854

Summary - October 2023	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,359	\$ 39,513	7,106,850	\$ 67,738
1"	788	\$ 14,551	3,357,910	\$ 29,880
1.5"	398	\$ 6,769	899,360	\$ 9,389
2"	1,087	\$ 18,497	2,366,167	\$ 22,666
3"	101	\$ 2,167	468,970	\$ 4,822
4"	198	\$ 3,317	213,280	\$ 3,766
6"	717	\$ 12,728	2,024,044	\$ 18,160
AVAIL FEE.	75	\$ 630	-	\$ 630
TOTAL:	5,723	\$ 98,171	16,436,581	\$ 157,051

Summary - November 2023	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,359	\$ 39,513	5,544,100	\$ 59,675
1"	789	\$ 14,571	2,886,210	\$ 27,544
1.5"	398	\$ 6,769	733,390	\$ 8,601
2"	1,087	\$ 18,497	1,541,056	\$ 20,821
3"	101	\$ 2,167	472,120	\$ 4,981
4"	198	\$ 3,317	101,100	\$ 3,317
6"	717	\$ 12,728	1,272,399	\$ 16,096
AVAIL FEE.	75	\$ 630	-	\$ 620
TOTAL:	5,724	\$ 98,190	12,550,375	\$ 141,654

Town of Atlantic Beach
Minimum Gallons Versus Actual
FY2023-24

Summary - December 2023	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,359	\$ 39,513	3,485,170	\$ 50,834
1"	795	\$ 14,686	1,872,160	\$ 22,274
1.5"	398	\$ 6,769	493,220	\$ 7,354
2"	1,088	\$ 18,535	1,736,743	\$ 21,815
3"	101	\$ 2,167	586,560	\$ 6,451
4"	198	\$ 3,317	68,470	\$ 3,317
6"	663	\$ 11,823	2,326,174	\$ 18,754
AVAIL FEE.	76	\$ 638	-	\$ 629
TOTAL:	5,678	\$ 97,446	10,568,497	\$ 131,426

Total to date FY 23-24	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	28,306	474,126	51,072,800	451,034
1"	9,462	174,725	24,486,240	203,870
1.5"	4,776	81,222	6,008,950	57,403
2"	13,045	221,952	17,751,050	157,969
3"	1,212	25,998	4,047,030	38,105
4"	2,376	39,798	2,029,980	23,732
6"	8,550	151,826	15,509,890	127,149
AVAIL FEE.	903	7,585	-	3,788
TOTAL:	68,630	\$ 1,177,232	120,905,940	\$ 1,063,050

Average to date FY 23-24	UNIT	MINIMUM BILL	ACTUAL GALLONS	ACTUAL BILL
3/4"	2,359	39,510	8,512,133	75,172
1"	789	14,560	4,081,040	33,978
1.5"	398	6,769	1,001,492	9,567
2"	1,087	18,496	2,958,508	26,328
3"	101	2,167	674,505	6,351
4"	198	3,317	338,330	3,955
6"	713	12,652	2,584,982	21,191
AVAIL FEE.	75	632	-	631
TOTAL:	5,719	\$ 98,103	20,150,990	\$ 177,175

Planning & Zoning Monthly Report December 2023

Board Meetings

- The December 5, 2023 regular meeting of the Planning Board was cancelled.
- The December 11, 2023 regular meeting of the Board of Adjustment was cancelled.

Permit Highlights

31 permits were issued in the month, including a permit to replace siding at A Place at the Beach and one for the construction of a new single-family dwelling.

Payment Date	Permit #	Permit Type	Parcel Address	Structure Classification	Description	Project Cost
12/12/2023	6424	Building - Commercial	2008 E Fort Macon Road	Condominium	Remove and replace t-111 wood siding with t-111 hardie board	600,000
12/18/2023	6453	Building	403 EAST CASWELL ST	Single Family	Construct a wood frame single family dwelling	500,000
12/29/2023	6464	Building - Commercial	1013 E FT MACON RD	Condominium	Install interior stairway, reconfigure existing baths and bedroom to accommodate stairway, and remodel kitchen	140,000
12/21/2023	6482	Building - Residential	135 ISLAND QUAY CT	Single Family	Break a way retaining wall and landscaping	110,000
12/4/2023	6451	Building - Residential	229 MOONLIGHT DR	Single Family	Kitchen remodel - demo existing cabinets and install new cabinets and counter tops. Minor plumbing to disconnect plumbing and re install under sink	91,814
12/28/2023	6207	Building - Residential	201 BAYVIEW BLVD	Single Family	New sea wall, new fixed access docks, boat lift, and wet slip	80,000

Payment Date	Permit #	Permit Type	Parcel Address	Structure Classification	Description	Project Cost
12/1/2023	6384	Building - Residential	405 W BOGUE BLVD	Single Family	Building a 12 x 24 addition on back of the house with one bonus room, bath, and laundry room with light renovation of existing	70,000
12/11/2023	6447	Building - Residential	218 BAYVIEW BLVD	Single Family	Pier with boat lift	55,000
12/6/2023	6459	Building - Residential	119 HOOP POLE CREEK DR	Single Family	Remodel hall and master baths with new cabinets, tile shower, floor, and fixtures. plumbing like kind replacements with no change in site or capacity	50,907
12/1/2023	6455	Building - Residential	506 N KINSTON AVE	Single Family	Roof covering replacement, low slop membrane roof replacement, replace damaged rafters and sheathing, main electrical disconnect/reconnect to facilitate roof work. replacement of power attic vent fan	42,000
12/18/2023	6458	Elevator - Residential	302 OCEAN BLVD EXT	Single Family	Installation of accessibility equipment. job cost applies to construction portion only	37,878
12/19/2023	6452	Building - Residential	227 MOONLIGHT DR	Single Family	Remove and replace dock in same footprint. new sea wall	32,000